AGREEMENT FOR USE OF COMPREHENSIVE EMPLOYMENT
AND TRAINING ACT (CETA) FUNDS

This Agreement, entered into this __________ day of
May__________, 1978

by and between

Santa Barbara City College
a non-profit organization hereinafter
referred to as "Agency"

and

City of Santa Barbara, a municipal
corporation, hereinafter referred
to as "City";

WITNESSETH:

THAT WHEREAS, pursuant to Public Law 93-203, CETA Funds have been
made available to the City to be expended at the discretion of the City
within the limitations and restrictions contained in the Law; and

WHEREAS, City Council has found and determined that Agency is a
public service, tax-exempt corporation operated for the betterment
of the people living in and around the City of Santa Barbara; and

WHEREAS, Agency submitted a proposal for funding to City Council
consistent with the expenditures authorized by Public Law 93-203 and
deemed a highly desirable public service by the City Council;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

This Agreement commences on __________ June 19, 1978
and shall terminate on __________ August 12, 1978 unless sooner
terminated as herein provided.

2. USE OF FUNDS

Subject to terms and conditions contained herein, City agrees
to provide funds to Agency in the amount of Ten thousand One hundred and
forty-eight dollars __________ ($10,148.00) for purposes described
in Project Data Summary Statement attached hereto as Exhibit "A" and
incorporated herein by reference. Agency further agrees that funds
for said purpose are to be used in the manner specified in the Program
Budget attached hereto as Exhibit "B" and incorporated herein by

Page 1 of 7
reference. In the event that Agency desires to use funds provided for herein other than for a purpose provided in Exhibits "A" and "B", it shall first, by letter, notify the City Administrator of said desire and shall receive his written consent therefor. If Agency uses said funds other than as provided for herein without receiving prior written consent of the City Administrator, City shall have the right to terminate this Agreement and Agency shall return to City all funds disbursed pursuant to this Agreement.

3. DISBURSEMENTS

Upon commencement of the Term of this Agreement, the City agrees to disburse to Agency the sum of $10,148.00 in a manner described in Schedule of Grant Disbursements attached hereto as Exhibit "C" and incorporated herein by reference.

Each disbursement shall be made upon filing of a proper claim form by Agency with City, in a manner provided by law. The claim form for each disbursement, subsequent to, but not inclusive of, the first disbursement, shall be accompanied by a Goal Achievement Status Report and a Financial Status Report at the time of filing. The Goal Achievement Status Report shall detail the progress of Agency in relation to the Project Data Summary Statement (Exhibit "A"). The Financial Statement shall show the financial status of the organization relative to the Program Budget (Exhibit "B"). Each claim and the accompanying reports shall be submitted to the City CETA Programs Office no less than ten (10) days prior to the date of disbursement specified on Exhibit "C". Approval by the City CETA Programs Supervisor will be required on the progress reports submitted, prior to each disbursement of funds subsequent to but not inclusive of the first. No disbursement shall be made that is not in conformance with the Project Data Summary Statement, the Program Budget or any expenditure as specified by Public Law 93-203. Not later than thirty (30) days after termination of this Agreement, Agency agrees to provide funds and the success of Agency in meeting goals in relation to specific uses of granted funds.

4. AGENCY TO MAINTAIN RECORDS

The Agency shall keep accurate, written records of all expenses incurred by it and of monies received by it and of all studies, statistics and reports made or issued by Agency in conducting the program. In particular, Agency shall keep all records and documents as may be necessary to enable City and/or the Federal Government to determine whether or not the funds to be disbursed with the provision of the Comprehensive Employment and Training Act and regulations adopted thereunder. At City's request, Agency shall furnish City with a copy of any record maintained by Agency pursuant to the terms of this Agreement. Agency shall maintain all such records for at least five (5) years after the termination of this Agreement.
5. AUDIT OF AGENCY'S RECORDS

City shall have the right to audit and review all records maintained by Agency pursuant to the terms of this contract. Any such audit and review may be conducted at any time during Agency's regular business hours.

6. SOURCE AND AVAILABILITY OF FUNDS

It is understood by the parties hereto that the funds being used for the purposes of this contract are funds furnished to City pursuant to the provisions of the Comprehensive Employment and Training Act, and the City's entitlement thereto with respect to any fiscal year is paid to the City in installments. It is understood and agreed, therefore, that in the event that the funds made available to City under the Comprehensive Employment and Training Act are not sufficient to enable City to make any payment otherwise provided for in this contract, City shall not be required or obligated to make such payment unless and until CETA Funds eligible for disbursement to Agency for the purpose described herein are received by the City for the fiscal year in which payment is due in an amount sufficient to enable City to make that payment and such other payments as City may be obligated to pay from CETA Funds. City shall incur no liability to Agency, its Officers, Agents, Employees, Suppliers or Contractors for failure to make, or for any delay in making, any such payments, as provided in this paragraph; and Agency shall indemnify and hold City harmless from any liability or damage resulting from any such failure to make, or delay in making, any such payments.

7. REIMBURSEMENT OF IMPROPER EXPENDITURES

If at any time within applicable statutory periods of limitation it is determined by City or by the United States Secretary of Labor or their duly authorized representatives that funds provided under the terms of this Agreement have been used by or on behalf of Agency for purposes which do not qualify as expenditures under the Comprehensive Employment and Training Act, or have been used in a manner or for a purpose not authorized or prohibited by said Act or regulations adopted pursuant thereto, Agency shall, at City's request, pay to City an amount equal to one hundred percent (100%) of any amount expended in violation of said Act or said regulations.

8. COMPLIANCE WITH LAWS AND REGULATIONS

Agency agrees that it shall comply with all the provisions of the Act and all rules and regulations adopted pursuant thereto and with all other state and federal laws and regulations applicable to the program to be conducted hereunder.
9. LICENSES AND PERMITS

Agency shall obtain and maintain, at Agency's own expense, any and all licenses and permits necessary to conduct the program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the program.

10. WAGE RATES AND LABOR STANDARDS

All laborers and mechanics employed by the Agency in the performance of work on any construction project, twenty-five percent (25%) or more of the costs of which project are paid out of CETA Funds, shall be paid by Agency wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Secretary of Labor in accordance with the Davis Bacon Act as amended (40 U.S.C. 276a-276a-7); and Agency and said laborers and mechanics shall be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR, Parts 1, 3, 5, and 7.

11. CITY'S RIGHT TO TERMINATE CONTRACT

City shall have the right to terminate this contract immediately if City determines that Agency has incurred obligations or made expenditures for purposes which do not constitute priority expenditures under the Comprehensive Employment and Training Act or for purposes which are not permitted or are prohibited under the terms of the program or of this contract. City shall also have the right to terminate this contract immediately if City determines that the Agency is conducting the program in violation of any of the terms of the program application or this contract, or has filed a petition in bankruptcy, or for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USC § 1 et seq.) or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. In any event, City shall have the right to terminate this contract at any time, with or without cause, by giving Agency thirty (30) days' prior written notice of City's intent to terminate this contract; provided, that upon such termination, City shall pay all obligations incurred by Agency prior to the date of such termination which are allowable expenditures within the meaning of CETA and which are authorized under the terms of the program and of this contract.

12. HOLD HARMLESS

Agency agrees to investigate, defend, indemnify and hold harmless the City, its officer, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorney's fees) and cause of action of whatsoever character which the City may incur, sustain or be subject to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of
each party hereto) arising out of or in any way connected with the
Agency's activities under this Agreement and arising from any cause
whatsoever except the sole negligence of the City.

13. INSURANCE

The Agency shall carry, during the life of the contract,
Comprehensive Automobile General Liability Insurance with an insurer(s)
acceptable to the City. Such insurance shall include:

1. Bodily injury and property damage limits of
   not less than $500,000 combined single limit.

2. Contractual liability coverage sufficiently
   broad so as to include the liability assumed
   by the Agency in the indemnity of hold-
   harmless agreement included in this contract.

3. A cross liability clause, or equivalent
   wording, stating that coverage will apply
   separately to each named or additional insured
   as if separate policies had been issued to each.

4. A provision that Agency's insurance shall
   apply as primary, and not excess of, or
   contributing with, the City.

5. A provision that coverage will not be cancelled
   or subject to material reduction until at least
   thirty (30) days prior written notice has been
   given to the City.

6. Extension of coverage to the City, its officers and
   employees as named additional insured.

A certificate of insurance, supplied by the City, evidencing
the above, shall be completed by the Agency or his agent and submitted
to the City.

14. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that
Agency, while engaged in conducting the program and complying with any
of the terms of this contract, is an independent contractor and is
not an officer, agent or employee of the City; and officer, employees
and agents of Agency are not entitled to any of the benefits of City
employees.
15. **WORKER'S COMPENSATION INSURANCE**

Agency shall provide, during the term of this contract, Worker's Compensation Insurance for all of its employees engaged in conducting the program for whom Worker’s Compensation Insurance is required. The Agency shall file with City a certificate from insurance carrier showing that Agency and all its such employees are covered by Worker's Compensation Insurance.

16. **ASSIGNMENT**

Agency shall not assign this contract or any part thereof or any monies payable hereunder without the prior written consent of the City.

17. **NON DISCRIMINATION**

Agency agrees to comply in all respects with non-discrimination certificate attached hereto as Exhibit “D” and incorporated herein by reference.

18. **SPECIAL PROVISIONS**

**NONE**
19. NOTICES

Notices shall be sent to Agency addressed as follows:
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA. 93109
Attention: Dr. Pope Freeman
Director Theater Management

Notices shall be sent to City addressed as follows:
City Administrator
City of Santa Barbara
P.O. Drawer P-P
Santa Barbara CA 93102

20. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, the day and year first above written.

CITY OF SANTA BARBARA,
A Municipal Corporation

APPROVED AS TO FORM.

[Signature]
Frederick W. Clough, City Attorney

APPROVED AS TO CONTENT

[Signature]
Sandra E. Lizarraga
CETA Programs Supervisor

Santa Barbara City College
A Non-Profit, Tax-Exempt Corporation

BY
GLENN G. GOODER
Superintendent-President

ATTEST:

[Signature]
City Clerk
### Participant Wages (cont'd)

<table>
<thead>
<tr>
<th>Role</th>
<th># of Part</th>
<th>Hrs/Wk</th>
<th># of Weeks</th>
<th>Total Hrs</th>
<th>Rate/Hr</th>
<th>Total Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actor/Teacher Assistant</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>4.81</td>
<td>1666*</td>
</tr>
<tr>
<td>Actress/Teacher Assistant</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>4.81</td>
<td>1666*</td>
</tr>
<tr>
<td>Mimist</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>4.81</td>
<td>1666*</td>
</tr>
<tr>
<td>Costume Supervisor</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>3.59</td>
<td>1150**</td>
</tr>
<tr>
<td>Shop Carpenter</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>3.13</td>
<td>1000***</td>
</tr>
<tr>
<td>Scenic Artist</td>
<td>1</td>
<td>40</td>
<td>8</td>
<td>320</td>
<td>3.13</td>
<td>1000***</td>
</tr>
<tr>
<td>Seamstress</td>
<td>2</td>
<td>40</td>
<td>8</td>
<td>640</td>
<td>3.13</td>
<td>2000***</td>
</tr>
</tbody>
</table>

*Participants will be paid a salary of $233 per month.

**Participant will be paid a salary of $575 per month.

***Participants will be paid a salary of $500 per month.

### Sub-Total Carry Forward to Page 5

8 $xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx $10,148