



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

COUNTY CLERK OF THE BOARD OF SUPERVISORS

Department Name: General Services
Department No.: 063
For Agenda Of: June 17, 2008
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Bob Nisbet, Director 560-1011
Director(s) General Services Department
Contact Info: Paddy Langlands, Assistant Director, 568-3096
General Services Department, Support Services Division

SUBJECT: Public Health Santa Barbara Animal Shelter Dog Kennel Replacement

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Award a Fixed Price Construction Contract in the amount of \$277,400 to the lowest responsible bidder, Ardalan Construction of Thousand Oaks, CA (not a local vendor) subject to the provisions of the documents and certifications as set forth in the plans and specifications applicable to the project and as required by California Law;
- B. Authorize the Director of General Services to approve change orders of an amount not to exceed 10% of a base amount of \$250,000 plus 5% of the bid in excess of the base amount, or \$26,370 for this contract, and;
- C. Approve and execute the Categorical Exemption pursuant to the County's California Environmental Quality Act (CEQA) guidelines encompassing both the Public Health Santa Barbara Animal Shelter Dog Kennel Replacement and the adjacent DAWG 'Lil Dog Kennel projects.

Summary Text: The Santa Barbara Animal Shelter dog kennels are housed in a 2,800 square foot building that can hold up to 70 dogs. The replacement of the cages will meet the State mandate for holding stray and relinquished animals. The total cost of the project is estimated at \$362,340 and is funded by Public Health and a prior donation from K-9 PALS. Ardalan Construction (not a local

vendor) is the low bidder. Construction is anticipated to start in June of 2008 and be completed in seventy five calendar days.

Background:

The Santa Barbara Animal Shelter dog kennels are housed in a 2,800 square foot building which is a required State mandate for holding stray and relinquished animals. The current dog kennels hold up to 70 dogs and is currently in poor condition with cages that do not shut properly and have become hazards for the dogs and staff. The remodel of the dog kennel building will include the replacement of the kennels, replace the roof and extend the eaves to create shade for the dogs. The project will also replace the sewer system and upgrade the laundry room and exam room. The recommendations are primarily aligned with Goal No. 2: Ensure the Public Health and Safety and Provide Essential Infrastructure.

There were 8 bids submitted for the Animal Shelter Dog Kennel Replacement. Ardalan Construction, the low bidder, has been determined to be a responsible company capable of performing this work, and their bid is deemed responsive. Their base bid of \$267,000 is \$37,000 higher than the construction estimate for this project. In addition, two of the three alternates totaling \$10,400 are to be included to upgrade the new roof skylights to a durable laminated glass type and replace the existing hot water heater with a more efficient larger unit.

A CEQA exemption is being requested for the Animal Shelter Dog Kennel Replacement project as it is limited to maintenance and repair of an existing building including rehabilitation to meet current standards of public health and safety. The CEQA Exemption also includes a project being developed on the adjacent County property (within the same parcel) leased to and managed by DAWG (Dog Adoption & Welfare Group of Santa Barbara). This project will construct a 700SF "Lil' Dog Kennel", qualifying for an exemption as it consists of a new small commercial building not exceeding 10,000 square feet in compliance with the requirements for a categorical exemption.

Performance Measure:

Comply with State mandates for holding stray and relinquished animals. With approval of the recommended actions, General Services anticipates that the construction can begin in June of 2008 and be completed in seventy five calendar days.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	Current FY Cost:	Annualized On-going Cost:	Total One-Time Project Cost
SB 90 Designation	\$ 170,500.00		\$ 170,500.00
K-9 PALS Donation	\$ 146,500.00		\$ 146,500.00
Animal Services	\$ 45,340.00		\$ 45,340.00
Capital Trust Fund			
Total	\$ 362,340.00	\$ -	\$ 362,340.00

Narrative:

The total cost of the project is estimated at \$362,340. Public Health has funded this project in the amount of \$170,500 with an additional \$45,340 from Animal Services Capital Trust Fund, and a one time donation from K-9 PALS in the amount of \$146,500 which was accepted by the Board on November 11, 2007. The funds for the current fiscal year have been appropriated and are available in Fund 0030, Department 063, Account 8700, Program 1930, Project 8671.

Staffing Impacts:

Legal Positions:

FTEs:

Special Instructions:

Upon approval, please forward the duplicate original and Minute Order to Celeste Manolas (568-2622), Support Services Division, General Services Department.

Attachments:

Contract Summary, Notice of Exemption, one (1) original contract and two (2) duplicate original contracts
Authored by: Celeste Manolas, 568-2622

Contract Summary Form:

Contract Number: BC- 08 115

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures. "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2008-2009
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)..: 063
D3. Requisition Number.....:
D4. Department Name.....: General Services, Capital Projects
D5. Contact Person.....: Celeste Manolas
D6. Phone.....: 568-2622

K1. Contract Type (check one): [] Personal Service [X] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: Animal Services Dog Kennel Remodel
K3. Original Contract Amount.....: \$277,400
K4. Contract Begin Date.....: June 3, 2008
K5. Original Contract End Date.....: 75 days after Notice to Proceed is given

K6. Amendment History (leave blank if no prior amendments):
Table with columns: Seq#, EffectiveDate, ThisAmndtAmt, CumAmndtToDate, NewTotalAmt, NewEndDate, Purpose (2-4 words)

K7. Department Project Number.....: 8616

B1. Is this a Board Contract? (Yes/No).....: Yes
B2. Number of Workers Displaced (if any).....: none
B3. Number of Competitive Bids (if any).....: 8
B4. Lowest Bid Amount (if bid).....: \$277,400
B5. If Board waived bids, show Agenda Date.....: N/A
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :. yes

F1. Encumbrance Transaction Code.....:
F2. Current Year Encumbrance Amount.....: \$N/A
F3. Fund Number.....: 0030
F4. Department Number.....: 063
F5. Division Number (if applicable).....: Program/1930- Project/8671
F6. Account Number.....: 8700
F7. Cost Center number (if applicable).....: 1930
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:
V2. Payee/Contractor Name.....: Ardalan Construction
V3. Mailing Address.....: 1459 Thousand Oaks Blvd. #G1
V4. City State (two-letter) Zip (include +4 if known).....: Thousand Oaks, CA 91362
V5. Telephone Number.....: 805.496.7273
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 95-4847923
V7. Contact Person.....: Mozafar Ardalan
V8. Workers Comp Insurance Expiration Date.....: 5/1/2009
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl)....: 5/22/2009
V10. Professional License Number.....: 893121 B
V11. Verified by (name of County staff).....: Celeste Manolas
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [X] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....

Handwritten signature of Celeste Manolas

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: General Services
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s) 71-220-32 **Case No.** 8671 AND DAWG

LOCATION County of Santa Barbara, 5473 Overpass Road, Santa Barbara, CA 93111-2034

PROJECT TITLE Animal Services Dog Kennel Remodel, DAWG Animal Shelter Addition

PROJECT DESCRIPTION 2 separate projects are planned for these facilities, one funded by Public Health and managed by General Services involving the SB County shelter and the second managed by DAWG within their facilities leased from the County. The county managed project will replace the existing roof on the main dog kennel building, replace existing kennels, and accomplish limited interior renovations and improvements to utilities and the kennel flush system. The roofing footprint will be extended to provide coverage over existing kennel areas previously exposed to the elements. The DAWG project will add an 851 GSF small dog isolation building to their campus including walkways and limited landscaping modifications.

EXEMPT STATUS:(Check One)

- Ministerial
 Statutory
 Categorical Exemption (§15301 (a, d & e), §15303 (c))
 Emergency Project
 No Possibility of Significant Effect (Sec. 15061 (b,3)).

Under 14 CCR §15301 (a)(d)(e), the County project is exempt from CEQA review because it consists of maintenance and repair of an existing building including rehabilitation to meet current standards of public health and safety. Subsection (d) allows minor construction activities to affect the repair of an existing building and subsection (e) allows additions to existing structures provided the net increase of not more than 50 percent of the floor area or 2,500 square feet, whichever is less. Under 14 CCR §15303 (c) the DAWG project is exempt from CEQA review because it consists of a new small commercial building not exceeding 10,000 square feet in floor area on an urbanized site zoned for such use not involving the use of significant amounts of hazardous substances. Furthermore, all necessary public services and facilities are available and the surrounding area is not environmentally sensitive. In light of the above, both projects have been determined to be exempt.


Department/Division Representative

3/10/08
Date

NOTE: A copy must be posted DERC at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Distribution:
Project File
P&D
Clerk Recorder

DATE FILE OF COUNTY CLERK:



COUNTY OF SANTA BARBARA AGREEMENT FOR:
General Services Project No. 8671
County of Santa Barbara, Animal Services Dog Kennel Remodel,
5473 Overpass Road, Santa Barbara, CA 93111

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY, and ARDALAN CONSTRUCTION CO., INC. referred to as CONTRACTOR, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. **CONTRACT** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

2. **WORK** CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. **EXCAVATIONS** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

4. **COUNTY REPRESENTATIVE** The County Representative referred to in the Contract Documents is Celeste Manolas.

5. **PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be **TWO HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$277,400.00)** (Base Bid \$267,000.00 plus Bid Add Alternates #1 \$7,000 and #3 \$3,400) to be paid as provided in the Contract Documents dated **March 27, 2008**. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit CONTRACTOR's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor Controller.

6. **EXTRA WORK** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original agreement amount. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.

7. **COMPLIANCE WITH LAW, AMENDMENTS** CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. **PAYMENTS NOT ACCEPTANCE** No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

9. **PREVAILING WAGE RATES** Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

10. **CONTRACT DOCUMENTS ACKNOWLEDGED** CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. TIME FOR COMMENCEMENT, COMPLETION The work to be done under this Agreement shall be completed within **seventy five (75)** calendar days of the Contract start date. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within thirty (30) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

12. WORKERS' COMPENSATION INSURANCE CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.

13. PROGRESS PAYMENT NO WAIVER FOR DELAY Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

14. GUARANTEE BONDS Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

15. NON-DISCRIMINATION The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

16. DISPUTES Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

17. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

ACCEPTED AND AGREED this 3rd day of June, 2008.

“CONTRACTOR”:



MOZAFAR ARDALAN, PRESIDENT

Address: 1459 Thousand Oaks Blvd. #G1

City/State/Zip: Thousand Oaks, CA 91362

License #: 893121 IRS#: 95-4847923

“COUNTY”

COUNTY OF SANTA BARBARA

ATTEST:

By: _____
SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS

By: _____
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:

By: 

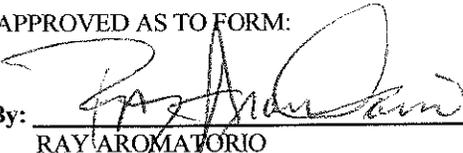
DANIEL J. WALLACE
INTERIM COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

By: 

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

APPROVED AS TO FORM:

By: 

RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam war veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided

within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred

by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

