



## HIGHLAND-SANTA BARBARA FOUNDATION, INC. GRANT AGREEMENT

### GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific *terms and conditions in the grant award letter, grant requirements and grant summary* to which these General Grant Terms, Conditions and Understandings are attached, **Highland-Santa Barbara Foundation, Inc. (the Foundation)** is awarding this grant to the **COUNTY OF SANTA BARBARA** as the Grantee contingent upon the following:

**A. Expenditure of Funds:** This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned to the Foundation.

No part of this grant shall be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code) .

**B. No Assignment or Delegation:** You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Foundation.

**C. Records and Reports:** You are required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. The Foundation may also request interim reports on an as-needed basis. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by the Foundation. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Foundation, for at least four years following the year in which all grant funds are fully expended.

**D. Required Notification:** You are required to provide the Foundation with immediate written notification of: (1) your inability to expend the grant for the purposes described in the grant award letter; (2) any expenditure from this grant made for any purpose other than those for which the grant was intended; or (3) change in key staff or volunteers responsible for achieving grant impact.

**E. Reasonable Access for Evaluation:** As permitted by law under the Public Records Act, you will permit the Foundation and its representatives, at its request, to have reasonable access during regular business hours to non-exempt public records including files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.



**F. Publicity:** The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the Foundation's periodic public reports, newsletters, and news releases. Grantees must obtain prior authorization from the Foundation for any public acknowledgement of this grant.

**G. Indemnification:** The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employers or agents.

**H. Right to Repurpose or Return:** The Foundation reserves the right to repurpose or require a return of any unused grant funds if, in the Foundation's sole discretion, such action is necessary because you have not fully complied with the terms and conditions of this grant.

**I. Designated Representative:**

**Wesley Welch** at phone number 805.568.3400 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY.

**Kathy Simas** at phone number 805.346.6123 is the authorized representative for the Foundation. Changes in designated representatives shall be made only after advance written notice to the other party.

**J. Notices:** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Wesley Welch, 105 E Anapamu, #406, Santa Barbara, CA 93101 Fax: 805.568.3414

To the Foundation: Kathy Simas, Santa Barbara Foundation, 1111 Chapala Street, #200, Santa Barbara, CA 93101 FAX: 805.966.2345

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.



**K. Section Headings:** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**L. Severability:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**M. Remedies Not Exclusive:** No remedy herein conferred upon or reserved to COUNTY or the Foundation is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**N. Time is of the Essence:** Time is of the essence in this Agreement and each covenant and term is a condition herein.

**O. Successors and Assigns:** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**P. California Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**Q. Execution of Counterparts:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**R. Authority:** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.



**S. Survival:** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**T. Precedence:** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.


**ACCEPTED AND AGREED TO:**

**COUNTY OF SANTA BARBARA**

---

By: Supervisor Das Williams  
Chair, Santa Barbara County Board of Supervisors

**HIGHLAND-SANTA BARBARA FOUNDATION, Inc.**

  
By: Ronald V. Gallo, Ed.D.  
President & CEO