

**CDBG FUNDING CONTRACT  
(\$36,000)**

Between

**County of Santa Barbara**

and

**City of Solvang**



**City Hall and Annex ADA Accessibility  
Improvements**

Community Development Block Grant

Catalog of Federal Domestic Assistance Number 14.218

**CDBG Funding Contract**  
**For**  
**City Hall and Annex ADA Accessibility Improvements**

This contract ("Contract") is entered into on \_\_\_\_\_ 2012, by and between the County of Santa Barbara (hereinafter "COUNTY"); and

**City of Solvang**

(hereinafter "SUBRECIPIENT") for the use of 2010 Community Development Block Grant entitlement funds which COUNTY has received pursuant to the authority of Title I of the Federal Housing and Community Development Act of 1974 (42 U.S.C. Sections 5301 et. seq.), as amended from time to time, and the regulations promulgated thereunder (24 CFR Sections 570 et. seq.).

COUNTY and SUBRECIPIENT agree as follows:

1. STATEMENT OF WORK AND REPORTING

- A. SUBRECIPIENT agrees to conduct the project described in the Statement of Work attached hereto as Exhibit A, and incorporated by this reference, sometimes hereinafter referred to as the "Project". All expenditures under this Contract shall be consistent with the budget attached hereto as Exhibit B and incorporated by this reference ("Project Budget") which identifies the eligible items on which the CDBG grant proceeds may be spent.
- B. The Grant will be used by SUBRECIPIENT for the construction of ADA accessibility improvements to the City of Solvang Annex Building ("Project") located at 411 Second Street, and the City Hall building, 1644 Oak Street, in the City of Solvang, County of Santa Barbara.
- C. Minor program changes to the Statement of Work that do not impact the Project Budget may be made upon prior written approval by the Director of the Community Services Department of COUNTY. In carrying out the Project, SUBRECIPIENT agrees that the objectives of the Project are those stated and set out in the Statement of Work.
- D. COUNTY and SUBRECIPIENT recognize and agree that the under 24 CFR Section 570.208(a)(2)(D)(2) costs for the removal of existing architectural barriers to accessibility are eligible and are presumed to the Low/Moderate Income Limited Clientele criteria for CDBG funding.
- E. SUBRECIPIENT'S procurement practices shall include implementation practices soliciting Disadvantaged, Minority and Women Business, and Section 3 Business

Concerns, attached as Exhibit C, and in compliance with all applicable CDBG requirements.

- F. Contract administration necessary for the tasks set forth in the Project Statement of Work shall be in compliance with specific CDBG regulations including those Federal Terms and Conditions attached in Exhibit D as applicable.
- G. SUBRECIPIENT shall insure compliance with, enforcement of, and retention of records and documentation associated with all applicable federal and state labor standard requirements, including the addition in all subcontracts of the Federal Labor Standards Provisions attached as Exhibit E, Project certified payrolls, and interviewing of contracted employees.
- H. SUBRECIPIENT shall submit invoices and supporting documentation for Project expenses to COUNTY for use as documentation for compliance with CDBG funding requirements of the Project.

## 2. EFFECTIVE DATE OF CONTRACT – TERM

The term of this Contract shall be from **the date fully executed by all parties and shall terminate on October 31, 2012**, unless sooner terminated as provided herein, and further provided that the term of this Contract may be extended as provided for herein. All work to be performed hereunder shall be completed by the termination date.

## 3. DISBURSEMENT OF FUNDS

Subject to the terms and conditions contained in this Contract, COUNTY agrees to provide CDBG grant funds to SUBRECIPIENT in an amount not to exceed the sum of Thirty-Six Thousand Dollars (\$36,000) (the “Grant” or “Grant Funds”).

- A. Notwithstanding the above, SUBRECIPIENT hereby acknowledges that COUNTY’s obligation to fund the work hereunder is limited to the availability of CDBG Funds from HUD. If the CDBG Funds are not forthcoming from HUD for any reason, COUNTY shall have no obligation to provide funds under this Contract and COUNTY shall have no obligation to fund the work through any other funding source.
- B. Payments under this Contract shall be made on a reimbursement basis. SUBRECIPIENT must submit to COUNTY an Expenditure Summary and Payment Request (ESPR) in the form of Exhibit F which sets forth the amounts actually expended by the SUBRECIPIENT for the Project provided that said expenses are included in the Budget. The ESPR shall, at a minimum, set forth each budget category for which reimbursement is requested, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. The ESPR shall be accompanied by supporting documentation, including but not limited to payroll reports or paid receipts for each

expense. The final inspection verifying completed work shall be submitted with final ESPR for each property. To the extent that the CDBG Funds actually have been received from HUD, COUNTY shall pay SUBRECIPIENT for all expenses stated on the invoice which are approved by COUNTY pursuant to this Contract no later than the thirtieth day after the invoice is received.

- C. SUBRECIPIENT shall indemnify and hold COUNTY harmless from any liability or damage resulting from any failure to make, or delay in making payments.
- D. No payments shall be made if SUBRECIPIENT is in default under this Contract or has not submitted proof of insurance as required in Section 11 below.

#### 4. SUBRECIPIENT RECORDS

The SUBRECIPIENT shall keep accurate written records of all expenses incurred by it and of monies received by it and of any studies, statistics and reports made or issued by SUBRECIPIENT in conducting the Project. The SUBRECIPIENT shall also keep accurate written minutes of all meetings of the City Council or Committees of SUBRECIPIENT that relate to this project and shall keep accurate employment records, correspondence records and other records necessary to enable COUNTY to review SUBRECIPIENT's operations during the conduct of the Project. In addition, SUBRECIPIENT shall maintain all such records as may be required to be kept pursuant to the terms of the Housing and Community Development Act or regulations adopted pursuant thereto, and such records and documents as may be necessary to enable COUNTY to prepare and submit such audits, assurances, reports and certificates as may be required of COUNTY under such act or such regulations. In particular SUBRECIPIENT shall keep all such records and documents as may be necessary to enable COUNTY and/or the Federal Government to determine whether or not the funds to be allocated pursuant to the terms of this Contract have been or are being used in compliance with the provisions of the HCD Act and regulations adopted thereunder. At COUNTY'S request, SUBRECIPIENT shall furnish COUNTY with a copy of any record maintained by SUBRECIPIENT pursuant to the terms of this Contract. SUBRECIPIENT shall maintain all such records for at least five (5) years after the date on which this Contract terminates.

#### 5. AUDIT REQUIREMENTS

COUNTY shall have the right to audit and review all records maintained by SUBRECIPIENT pursuant to the terms of this Contract. Any such audit and review may be conducted at any time during regular business hours. SUBRECIPIENT is responsible for obtaining an audit in accordance with the Single Audit Act of 1996 (31 U.S.C. 7501-7) and Federal agency implementing regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

#### 6. STATEMENT OF WORK AND PROJECT BUDGET – BUDGET ACCOUNTABILITY

SUBRECIPIENT shall not obligate or expend grant funds for purposes other than those shown in the Project Budget and Statement of Work.

## 7. REIMBURSEMENT OF IMPROPER EXPENDITURES

If at any time within applicable statutory periods of limitation it is determined by COUNTY, by the United States Secretary of the Treasury or by any other agency or persons having jurisdiction, that funds provided for under the terms of this Contract have been used by or on behalf of the SUBRECIPIENT in a manner or for a purpose not authorized or prohibited by said Act or regulations adopted pursuant thereto SUBRECIPIENT shall, at COUNTY'S request, pay to COUNTY an amount equal to one hundred percent (100%) of any amount expended in violation of said Act or said regulations. SUBRECIPIENT shall also reimburse County one hundred percent (100%) of any grant funds that SUBRECIPIENT spends for any services or goods that are not in the Statement of Work and Budget.

## 8. PROGRAM INCOME

Any program income received by the SUBRECIPIENT, such as interest earned on funds held in a revolving fund account, shall be paid to the COUNTY. This applies to any program income received during the Contract period, on hand when the agreement expires, or received after the Contract expires.

## 9. COMPLIANCE WITH LAWS AND REGULATIONS

SUBRECIPIENT agrees that it shall comply with all the provisions of the Housing and Community Development Act of 1974 and all rules and regulations adopted pursuant thereto, and with all other local, state and federal laws and regulations applicable to the Project. In particular, the SUBRECIPIENT shall comply with the requirements and standards of the following:

- A. OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments" including all attachments thereto as applicable;
- B. OMB Circular A-128, "Audits of State and Local Governments" and
- C. The following section of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provisions as specified in this paragraph:
  - i. Section 85.3, "Definitions";
  - ii. Section 85.6, "Exceptions";
  - iii. Section 85.12 "Special grant or subgrant conditions for 'high-risk' grantees";
  - iv. Section 85.20, "Standards for financial management systems," except paragraph (a)";
  - v. Section 85.21, "Payment," except as modified by §570.513
  - vi. Section 85.22, "Allowable costs";
  - vii. Section 85.26, "Non-federal audits";
  - viii. Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
  - ix. Section 85.33, "Supplies";
  - x. Section 85.34, "Copyrights";

- xi. Section 85.35, "Subawards to debarred and suspended parties";
- xii. Section 85.36, "Procurement," except paragraphs (a);
- xiii. Section 85.37, "Subgrants";
- xiv. Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- xv. Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
- xvi. Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- xvii. Section 85.43, "Enforcement";
- xviii. Section 85.44, "Termination for convenience";
- xix. Section 85.51, "Later disallowances and adjustments" and
- xx. Section 85.52, "Collections of amounts due."

D. All federal laws and regulations described in Subpart K of Part 570 of the CDBG regulations, including all affirmative action requirements set forth therein conditions for religious organizations 570.503; displacement, relocation, acquisition, and replacement of housing 570.606; national flood insurance program 570.605; lead based paint 570.608; affirmatively furthering fair housing 570.601, but excluding the COUNTY'S environmental responsibilities under 24 CFR Section 570.604 and the COUNTY'S responsibility for initiating the review process under 24 CFR Part 52.

E. SUBRECIPIENT shall obtain and maintain any and all licenses and permits necessary to conduct the project and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the project.

F. SUBRECIPIENT shall not, on the grounds of race, color, national origin, sex, religion, age or handicap when otherwise qualified:

- (1) Deny any service or other benefit provided under the program;
- (2) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program;
- (3) Subject to segregated or separate treatment in any facility in, or in any way or process related to receipt of any service or benefit under the program;
- (4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any services or benefit under the program;
- (5) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirements or condition which individuals must benefit provided under the program;
- (6) Deny an opportunity to participate in the program as an employee.

G. SUBRECIPIENT shall not engage in any religious instructions nor use any part of the Grant Funds to purchase any religious books, materials or equipment or other property, or to share the salary of any person who participates in any such religious instruction, nor shall funds be used for any other religious or sectarian purpose whatsoever.

- H. SUBRECIPIENT shall not pay any bonus, commission, or fee for the purpose of obtaining approval of this agreement, or any other approval or concurrence requirement by COUNTY or its designee to complete the work financed in whole or in part with the proceeds of this Contract.
- I. SUBRECIPIENT understands and agrees that labor standards requirements under the Davis-Bacon Act apply to work performed under this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

- A. SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60 which is paid for in whole or in part with funds obtained from COUNTY, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. The Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin.

(3) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(4) The Contractor will cause the foregoing provisions to be inserted in all subcontract for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. Agreement Subject to Provisions of 24 CFR 135. The SUBRECIPIENT and its subcontractors shall be responsible for complying with the provisions of 24 CFR, Part 135 "...Employment opportunities for business and lower income persons in connection with assisted projects", a

copy of which is on file with the COUNTY which will be duplicated for SUBRECIPIENT upon request. The SUBRECIPIENT will also ensure that provisions of 24 CFR, Part 135, are included in all subcontracts.

- C. Enforcement Obligations of SUBRECIPIENT. SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

SUBRECIPIENT agrees that it will assist and cooperate actively with COUNTY and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, the COUNTY may take any or all of the following actions: cancel, terminate or suspend in whole or in part this agreement; refrain from extending any further assistance to Contractor under the PROGRAM with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Contractor, and refer the cause to the Department of Justice for appropriate legal proceedings.

## 11. INDEMNITY AND INSURANCE

SUBRECIPIENT shall agree to the indemnity and insurance provisions as set forth in Exhibit G attached hereto and incorporated herein by reference.

No officials, employees and agents of the COUNTY shall be personally liable to SUBRECIPIENT for any obligation created under the terms of this Contract.

## 12. ENFORCEMENT OF CONTRACT

- A. In the event of any dispute arising under this Contract, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to correct such default within ten (10) days of service of such notice and completes the correction of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the COUNTY may suspend any further payment of CDBG Funds until the SUBRECIPIENT is in compliance with this Contract.



Compliance with the provisions of this Section shall be a condition precedent to termination of this Contract for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not resolved.

B. In addition to any other rights or remedies available at law or in equity, if the SUBRECIPIENT fails to fulfill its obligations under this Contract, the COUNTY may, after compliance with the provisions of the previous paragraph:

- (1) Temporarily withhold payment of Grant Funds pending correction of the default by the SUBRECIPIENT;
- (2) Refuse to advance all or any part of the Grant Funds for the Project and reallocate said funds to another activity;
- (3) Wholly or partially suspend or terminate the award and this Contract;
- (4) Withhold further awards for the Project and/or the Facility; and
- (5) Require SUBRECIPIENT to repay any Grant Funds that the COUNTY determines were not expended in compliance with the requirements of this Contract, the Act of the Regulations.

### 13. ASSIGNMENT

SUBRECIPIENT shall not assign this Contract or any part thereof or any monies payable hereunder without the prior approval of the COUNTY.

### 14. POLITICAL ACTIVITY

SUBRECIPIENT certifies that to the best of its knowledge and belief no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### 15. DRUG FREE WORKPLACE POLICY

SUBRECIPIENT agrees to provide a drug-free workplace in accordance with the COUNTY of Santa Barbara's Drug Free Workplace Policy as follows:

- A. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT'S workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- B. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The SUBRECIPIENT'S policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. SUBRECIPIENT will require that each employee to be engaged in the performance of the grant be given a copy of the statement specified in paragraph A;
- D. SUBRECIPIENT will notify the employee that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement specified in paragraph A; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. SUBRECIPIENT will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose grant activity the convicted employee was working.
- F. SUBRECIPIENT will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:
  - (1) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
- G. SUBRECIPIENT agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

## 16. CONFLICT OF INTEREST

The SUBRECIPIENT shall comply with the conflict of interest provisions in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," 24 CFR Part 85.36, and OMB Circular A-110. The SUBRECIPIENT shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the SUBRECIPIENT shall participate in selection, or in the award or administration of a contract supported by Federal CDBG Funds if a conflict of interest, real or apparent, would be involved. SUBRECIPIENT agrees and represents that no member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to share any or part of the proceeds of this agreement, or to any benefit to arise from the same.

## 17. COUNTY'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

COUNTY shall have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that SUBRECIPIENT has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms of the Project or of this Contract. COUNTY shall also have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that the SUBRECIPIENT is conducting the project in violation of any of the terms of this Contract, or has filed a petition in bankruptcy, of for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USCA § 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, COUNTY shall have the right to suspend or terminate this Contract or any extension thereof at any time, with or without cause, by giving SUBRECIPIENT thirty (30) days prior written notice of COUNTY'S intent to suspend or terminate this Contract; provided, that upon such suspension or termination, COUNTY shall pay all obligations incurred by SUBRECIPIENT prior to the date of such suspension or termination which are authorized under the terms of the project and of this Contract. This Contract may also be suspended or terminated when the COUNTY and SUBRECIPIENT mutually agree to terminate the agreement in whole or in part. Also, this Contract may be terminated for convenience as provided in 24 CFR Section 85.44.

## 18. REVERSION OF ASSETS

Upon termination of this Contract, the SUBRECIPIENT shall transfer to the COUNTY any Grant Funds on hand at the time of termination and any accounts receivable that are attributable to the use of Grant Funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with Grant Funds in excess of \$25,000 must be either:

- a. used to meet one of the national objectives specified in Section 570.208 of the CDBG regulations until five years after expiration of this Contract, or for such longer period of time as determined to be appropriate by the COUNTY; or
- b. disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or

improvement to, the property. Reimbursement is not required after the period of time specified in paragraph a. of this section.

- c. This Section 18 shall survive expiration or termination of this Contract as set forth above.

19. AMENDMENT PROCEDURE

Any programmatic changes such as revisions to the Statement of Work, revisions to the Budget, or extension of the effective term of the Contract must receive prior written approval by the COUNTY. A request for prior approval of an amendment must be made in writing by the SUBRECIPIENT. Such request must be accompanied by a narrative justification for the proposed revision. The COUNTY will promptly review such request and shall approve or disapprove the request in writing. The COUNTY will not approve any project or budget revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the COUNTY.

21. CONTRACT BINDING ON SUCCESSORS

The conditions of this Contract and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

**ATTEST:**

CHANDRA L. WALLER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk of the Board

**COUNTY:**

County of Santa Barbara,  
a political subdivision of the State of California

By: \_\_\_\_\_  
DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS

**APPROVED AS TO ACCOUNTING FORM:**

ROBERT W. GEIS  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy Auditor-Controller

**SUBRECIPIENT,**

By: City of Solvang

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

DENNIS A. MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Deputy Risk Manager