

{PRIVATE }

GRANT AGREEMENT

This Agreement is entered into by and between the County of Santa Barbara, California, Office of Early Care and Education, hereinafter referred to as "COUNTY" and the City of Santa Maria, hereinafter referred to as "GRANTEE."

The parties mutually agree as follows:

1. **Recitals**

- a) GRANTEE has made application to the Office of Early Care and Education for certain GRANT FUNDS.
- b) COUNTY has approved the Office of Early Care and Education's recommendation for a Comprehensive Child Care Plan in Santa Barbara County, of which \$10,000 in FUNDS is to be awarded for GRANTEE's Child Care Coordinator position for FY 2001-2002.

2. **TERM**

This agreement commences on July 1, 2001 and shall terminate on June 30, 2002, unless sooner terminated as provided herein or as extended pursuant to Exhibit "A."

3. **DISBURSEMENT AND USE OF FUNDS**

Subject to terms and conditions contained herein, COUNTY agrees to provide GRANT FUNDS to GRANTEE in the amount of \$10,000, hereinafter referred to as "GRANT FUNDS," said sum to be paid within 30 days upon the filing of a proper claim between May 1, 2002 and June 30, 2002, by GRANTEE with COUNTY. GRANTEE shall use the grant as specified on Exhibit A, attached hereto and incorporated herein by reference.

4. **REPORTS**

It is understood and agreed that GRANTEE will submit to the Office of Early Care and Education a year-end report, detailing progress toward program goals, and a financial statement.

5. **COUNTY'S RIGHT TO TERMINATE AGREEMENT**

COUNTY shall have the right to terminate this Agreement immediately if COUNTY determines that GRANTEE is conducting its program in violation of any of the terms of the GRANT FUNDS application or this Agreement and either party shall have the right to terminate without fault upon thirty (30) days written notice.

6. **INDEPENDENT CONTRACTOR**

It is understood and agreed by the parties hereto that GRANTEE, while engaged in conducting the program and complying with any of the terms of this Agreement, is an independent contractor and not an officer, agent, or employee of the COUNTY. GRANTEE agrees that its officers, employees and agents shall not be entitled to any of the benefits of COUNTY employees.

7. **RECORDS: AUDIT**

GRANTEE shall keep accurate written records of all expenses incurred by it in connection with its program herein. GRANTEE shall prepare such reports relating to its program herein as may be required by COUNTY. COUNTY shall have the right to audit and review all records maintained by GRANTEE pursuant to the terms of this Agreement. Any such audit and review may be conducted at any time during the GRANTEE's regular business hours. GRANTEE agrees to retain all records in connection with this agreement for four (4) years.

8. **INDEMNIFICATION**

GRANTEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the Agreement or connected with the performance or attempted performance of the provisions hereof including, but not limited to, any act or omission to act on the part of the GRANTEE or its agents, employees or independent contractors directly responsible to GRANTEE; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

9. **WORKERS' COMPENSATION INSURANCE**

GRANTEE shall provide during the term of this Agreement, Workers' Compensation Insurance. This provision does not apply if GRANTEE has no employees, and GRANTEE submits a written statement to the COUNTY stating that fact.

10. **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

GRANTEE shall take out and maintain during the life of this Agreement such public liability insurance as shall protect GRANTEE and COUNTY, its agents, and employees from all claims for property damage arising from operations under this Agreement, with coverage of not less than the following amount:

Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000.

If GRANTEE already has such insurance, GRANTEE may perform this provision by adding THE COUNTY OF SANTA BARBARA as the additional insured in said insurance and providing COUNTY with a certificate from the insurance carrier showing this addition. Such certificate shall be filed with:

County of Santa Barbara
PURCHASING AGENT
25 E. Anapamu, 3rd Floor
Santa Barbara, CA 93101

County of Santa Barbara
Office of Early Care and Education
105 E. Anapamu Street, Suite 5
Santa Barbara, CA 93101

11. **ASSIGNMENT**

GRANTEE shall not assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of COUNTY. Any attempt to assign by GRANTEE without such consent shall be null and void and without legal effect.

12. **NONDISCRIMINATION**

COUNTY hereby notifies GRANTEE that the COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this agreement, as well as a Discrimination Clause required by the State of California.

13. **NOTICES**

Notices shall be addressed to the GRANTEE at the street address as follows:

GRANTEE: City of Santa Maria
110 E. Cook Street
Santa Maria, Ca 93454-5190

COUNTY: Office of Early Care and Education
County of Santa Barbara
105 E. Anapamu Street, Suite 5
Santa Barbara, CA 93101

GRANTEE hereby agrees to notify COUNTY within (30) days of any change of address.

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GRANT AGREEMENT

This Agreement is entered into by and between the County of Santa Barbara, California, Office of Early Care and Education, hereinafter referred to as "COUNTY" and the City of Lompoc, hereinafter referred to as "GRANTEE."

The parties mutually agree as follows:

1. **Recitals**

- a) GRANTEE has made application to the Office of Early Care and Education for certain GRANT FUNDS.
- b) COUNTY has approved the Office of Early Care and Education's recommendation for a Comprehensive Child Care Plan in Santa Barbara County, of which \$4,000 in FUNDS is to be awarded for GRANTEE's Child Care Coordinator position for FY 2001-2002.

2. **TERM**

This agreement commences on July 1, 2001 and shall terminate on June 30, 2002, unless sooner terminated as provided herein or as extended pursuant to Exhibit "A."

3. **DISBURSEMENT AND USE OF FUNDS**

Subject to terms and conditions contained herein, COUNTY agrees to provide GRANT FUNDS to GRANTEE in the amount of \$4,000, hereinafter referred to as "GRANT FUNDS," said sum to be paid within 30 days upon the filing of a proper claim between May 1, 2002 and June 30, 2002, by GRANTEE with COUNTY. GRANTEE shall use the grant as specified on Exhibit A, attached hereto and incorporated herein by reference.

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8. **INDEMNIFICATION**

GRANTEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the Agreement or connected with the performance or attempted performance of the provisions hereof including, but not limited to, any act or omission to act on the part of the GRANTEE or its agents, employees or independent contractors directly responsible to GRANTEE; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

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10. **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

GRANTEE shall take out and maintain during the life of this Agreement such public liability insurance as shall protect GRANTEE and COUNTY, its agents, and employees from all claims for property damage arising from operations under this Agreement, with coverage of not less than the following amount:

Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000.

If GRANTEE already has such insurance, GRANTEE may perform this provision by adding THE COUNTY OF SANTA BARBARA as the additional insured in said insurance and providing COUNTY with a certificate from the insurance carrier showing this addition. Such certificate shall be filed with:

County of Santa Barbara
PURCHASING AGENT
25 E. Anapamu St., 3rd Floor
Santa Barbara, CA 93101

County of Santa Barbara
Office of Early Care and Education
105 E. Anapamu Street, Suite 5
Santa Barbara, CA 93101

11. **ASSIGNMENT**

GRANTEE shall not assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of COUNTY. Any attempt to assign by GRANTEE without such consent shall be null and void and without legal effect.

12. **NONDISCRIMINATION**

COUNTY hereby notifies GRANTEE that the COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this agreement, as well as a Discrimination Clause required by the State of California.

13. **NOTICES**

Notices shall be addressed to the GRANTEE at the street address as follows:

GRANTEE: City of Lompoc
100 Civic Center Plaza
Lompoc, Ca 93436

COUNTY: Office of Early Care and Education
County of Santa Barbara
105 E. Anapamu Street, Suite 5
Santa Barbara, CA 93101

GRANTEE hereby agrees to notify COUNTY within (30) days of any change of address.

Amendment

**To City Child Care Coordinator Grant
Agreement 2001-2002
Between the Office of Early Care and Education and City of Santa Maria**

Amend 2001-2002 City Child Care Coordinator Agreement to read as follows:

11. ASSIGNMENT

GRANTEE shall be allowed, for FY 01-02, to assign funds for this Agreement to United Way of the Central Coast. The City of Santa Maria will receive the Grant funds from the County and will assign to United Way of the Central Coast for the purpose of conducting the program (City Child Care Coordinator). United Way of the Central Coast will abide by the terms of this Agreement.