

**GAVIOTA OVERLOOK ACQUISITION  
CONTRACT BETWEEN THE COUNTY OF SANTA BARBARA  
AND THE LAND TRUST FOR SANTA BARBARA COUNTY**

This Contract is made by and between The Land Trust for Santa Barbara County, a non-profit, charitable corporation registered under Section 501.c.3 of the U.S. Internal Revenue Code with an address at 1530 Chapala Street, A, Santa Barbara, CA 93101 (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), wherein COUNTY agrees to grant certain funds to GRANTEE for the purposes and on the conditions specified herein.

**RECITALS**

WHEREAS, environmental impact reports prepared for oil development projects offshore Santa Barbara County have identified adverse, residual impacts to local coastal resources not otherwise mitigable;

WHEREAS, COUNTY established and administers the Coastal Resource Mitigation Fund (hereinafter referred to as "FUND") that is financially supported by offshore oil and gas developers to mitigate these impacts; and

WHEREAS, GRANTEE submitted an application to FUND seeking money to partially fund the purchase of approximately 48 acres, known as the Gaviota Overlook property, located on the Gaviota coast, immediately west and adjacent to the Arroyo Hondo Preserve in the County of Santa Barbara, as shown on Exhibit A, attached hereto and incorporated herein by reference, (hereinafter the "PROPERTY");

WHEREAS, PROPERTY's 48 acres has open space, natural resources and recreational value;

WHEREAS, on October 6, 2022, GRANTEE purchased PROPERTY for \$2.75 million dollars, at the fair market value determined by a certified appraisal, dated August 12, 2022;

WHEREAS, COUNTY has chosen to award GRANTEE a \$500,000.00 (five hundred thousand dollars) CRMF grant to be paid towards the acquisition costs of PROPERTY.

**TERMS AND CONDITIONS**

Now, therefore, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

(1) Obligations to be Performed Under this Contract. Within the Time of Performance specified in paragraph 6, GRANTEE shall perform all of the obligations described in this Contract and set forth in the project description, which is attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as “PROJECT”).

(2) Purpose: The purpose of this Contract is to award GRANTEE a grant of CRMF funds to be used towards purchase of the fee interest in the PROPERTY and subsequently, record restrictions on use over the PROPERTY for the protection purposes of public access for passive recreation, open space preservation, wildlife habitat conservation and restoration, habitat for threatened and endangered species, and associated educational activities, in perpetuity. The restrictions on use shall be the “GRANT DEED RESTRICTION USE” attached hereto as Exhibit C, incorporated herein by reference.

(3) CRMF Grant Funding. COUNTY shall award to GRANTEE an amount not to exceed five hundred thousand dollars (\$500,000) from FUND (Fund #0063, Dept. #053, Program #5090, Account #7863, Project #2205) no later than thirty (30) days after GRANTEE records the Grand Deed Restricting Use. CRMF FUNDS shall go towards purchase of the fee interest in the PROPERTY, as further stipulated herein.

(4) PROPERTY Assignment and Transfer: GRANTEE shall own and manage PROPERTY and ensure sufficient financial resources to manage land. Any transfers of ownership shall be limited to governmental entities or other financially solvent, non-profit organizations mutually agreeable to GRANTEE and COUNTY's Director of Planning & Development (hereinafter referred to as “DIRECTOR”), to assure sufficient financial responsibility associated with PROPERTY management and use. GRANTEE shall record this transfer limit on the GRANT DEED RESTRICTION USE. Neither party shall assign, subordinate, or transfer this Contract or any right or duty hereunder without the other party's prior written consent. Any attempt to assign, sublet, subordinate or transfer in violation of this provision shall be void and without legal effect.

(5) Restrictions on Use: GRANT DEED RESTRICTION USE from owner shall include the deed restrictions as defined in Exhibit C, which provides that the PROPERTY shall be held and managed with the primary objective of preserving habitat, agricultural, and historic resources onsite and for passive recreation and public access. Any changes to this restriction on use must receive COUNTY’s approval. Any attempt to change this restriction on use in violation of this provision shall be void and without legal effect.

(6) Time of Performance. PROJECT shall be completed on or before November 30, 2029, as outlined in the schedule in Exhibit B. However, the DIRECTOR may extend the time of performance by up to one year for good cause.

(7) Management Plan: GRANTEE shall manage PROPERTY to achieve two primary results:

- a. Maximize the quality of natural habitat onsite by providing sound protection, restoration and management; and
- b. Maximize the quality of public enjoyment of the site by providing equitable, and non-discriminatory public access to the site.

GRANTEE shall update and amend the Arroyo Hondo Preserve's Management Plan to include management of PROPERTY specifying measures it will perform to achieve each of these two results. GRANTEE shall seek and receive approval from DIRECTOR of the updated Management Plan in regards with these two primary results, stated above, and expansion of public access at Arroyo Hondo and the subject property by at least a minimum of 25% above Arroyo Hondo's existing use levels. Reports describing levels of use shall be provided 1) one year after the trail system on the subject property is developed; and 2) one year after access has been expanded at Arroyo Hondo and the subject property by at least a minimum of 25% above Arroyo Hondo's existing use levels.

(8) Title Insurance: As long as it is in ownership of the PROPERTY, GRANTEE shall maintain a title insurance policy in an amount equal to that portion of the purchase price attributable to PROPERTY, or the fair market value thereof. Any conveyancing instrument recorded shall contain a covenant that any subsequent owner of the PROPERTY shall maintain a policy of title insurance in that portion of the purchase price attributable to PROPERTY or the fair market value thereof.

(9) Project Amendments. GRANTEE shall obtain prior written approval from the DIRECTOR for any changes proposed by GRANTEE in the PROJECT as described herein. Such changes include any change to the project description, any reduction in the overall project budget, or any change in a budget item of 10% or more. If the DIRECTOR finds that GRANTEE has proposed a change that represents a significant departure from the project originally considered and approved by the Board of Supervisors, then Board approval shall be required for such project changes.

(10) Acknowledgement. GRANTEE shall publicly identify in its newsletter that PROJECT was "...partially financed by Santa Barbara County's Coastal Resource Mitigation Fund, a partial mitigation of impacts from the following offshore oil and gas projects: Point Arguello, Point Pedernales, and Santa Ynez Unit." In addition, GRANTEE shall publicly identify on sign at PROPERTY that PROPERTY was partially financed by "Santa Barbara County's Coastal Resource Mitigation Fund."

(11) Non-Partnership. This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

(12) Status of GRANTEE. GRANTEE and GRANTEE's subcontractors shall perform all services under this Contract as independent parties and not as employees, officers or agents of the COUNTY.

(13) Indemnification. GRANTEE shall defend, indemnify, and save harmless COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission on the part of GRANTEE or its agents or employees. GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with the Contract.

(14) Records. GRANTEE shall maintain complete financial records that clearly reflect the expenditures of this grant and matching funds in accordance with generally accepted accounting principles and that evidence proper audit trails reflecting the true cost of the services rendered and costs incurred for the project. GRANTEE shall maintain all such records for a minimum of four (4) years after PROJECT completion. GRANTEE agrees that COUNTY's designated representative may, at any time during normal working hours and up to four (4) years after PROJECT completion, review or audit all records regarding performance of this Contract. GRANTEE shall submit to COUNTY copies of findings of any audits which GRANTEE commissions.

(15) Termination.

a. COUNTY may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to GRANTEE. GRANTEE shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. COUNTY will not compensate any other charges incurred by GRANTEE during this period unless approved in writing by the DIRECTOR.

b. COUNTY may terminate this Contract for cause should GRANTEE default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by GRANTEE.

c. Upon termination of this Contract pursuant to this section, GRANTEE shall within thirty (30) days return the full amount of grant funds received from COUNTY under this Contract.

(16) Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party 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.

(17) Waivers. The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a

continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, ordinance, or law.

(18) Grant Contract Integrated. In conjunction with the matters considered herein, this Contract contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

(19) Assignment. This Contract shall not be assigned by GRANTEE without the prior written consent of the DIRECTOR. Any attempt to assign or transfer this Contract in violation of this provision shall be void and without legal effect.

(20) California Law to Apply. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract 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.

(21) Nondiscrimination. GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Exhibit D and incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and each party agrees to comply with said ordinance.

(22) Taxes. GRANTEE shall be responsible for payment of all taxes due as a result of the Contract. GRANTEE's Federal Tax Identification Number is 953797404.

(23) Point of Contact and Notices. Any notice or consent required or permitted to be given under this Contract shall be given to the respective point of contact in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

- a. Errin Briggs, 805-568-2047  
P&D, Energy, Minerals & Compliance Division  
123 Anapamu Street  
Santa Barbara, California 93101  
Email: ebriggs@countyofsb.org
- b. Kim Morucci, 805-966-4520  
The Land Trust for Santa Barbara County  
1530 Chapala Street  
Santa Barbara, CA 93101  
Email: [kmorucci@sblandtrust.org](mailto:kmorucci@sblandtrust.org)

Either party may change its point of contact by providing thirty (30) days written notice to the other party. The DIRECTOR or the Energy, Minerals, & Compliance DEPUTY DIRECTOR may designate a new point of contact for COUNTY.

(24) Ownership of Documents and Intellectual Property. COUNTY shall have Unlimited Rights of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion.

“Unlimited rights” means the right of the COUNTY to have unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, use, reproduce, create and prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, to have or permit others to do so and otherwise use in whole or in part, any Copyrightable Works and Inventions. GRANTEE agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. GRANTEE warrants that any Copyrightable Works and Inventions and other items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. GRANTEE at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by GRANTEE hereunder infringe upon intellectual or other proprietary rights of a third party, and GRANTEE shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by COUNTY in connection with any such claims. COUNTYs Unlimited Rights shall survive expiration or termination of this Contract.

(25) Final Report. GRANTEE agrees to provide to COUNTY a final report, as outlined in the schedule in Exhibit B, which shall include:

- (a) a brief summary of PROJECT’s objectives and how these objectives were accomplished,
- (b) an itemized list and support documentation of all expenses (including transaction costs) incurred to complete PROJECT, and
- (c) photographs showing PROJECT.

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This Contract between the County of Santa Barbara and GRANTEE is executed at Santa Barbara, California, on the dates shown below and shall be effective when signed by all parties.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Steve Lavagino, Chair, Board of Supervisors

Date: \_\_\_\_\_

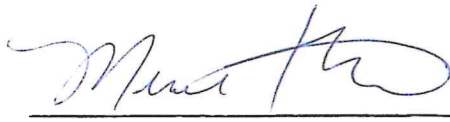
**RECOMMENDED FOR APPROVAL:**

Planning & Development

By:   
Department Head

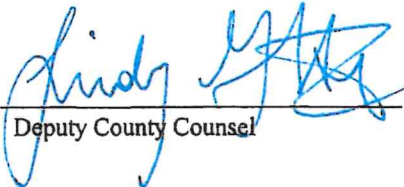
**COASTAL RESOURCE MITIGATION FUND GRANTEE**

The Land Trust for Santa Barbara County

By:   
Meredith Hendricks, Executive Director

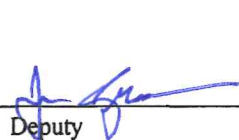
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

By:   
Risk Management

By: **Skip Grey**  
Real Property Manager

Digitally signed by Skip Grey  
Date: 2024.11.19 13:06:51  
-08'00'

## Exhibit A

Order Number: **4205-6845759**

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

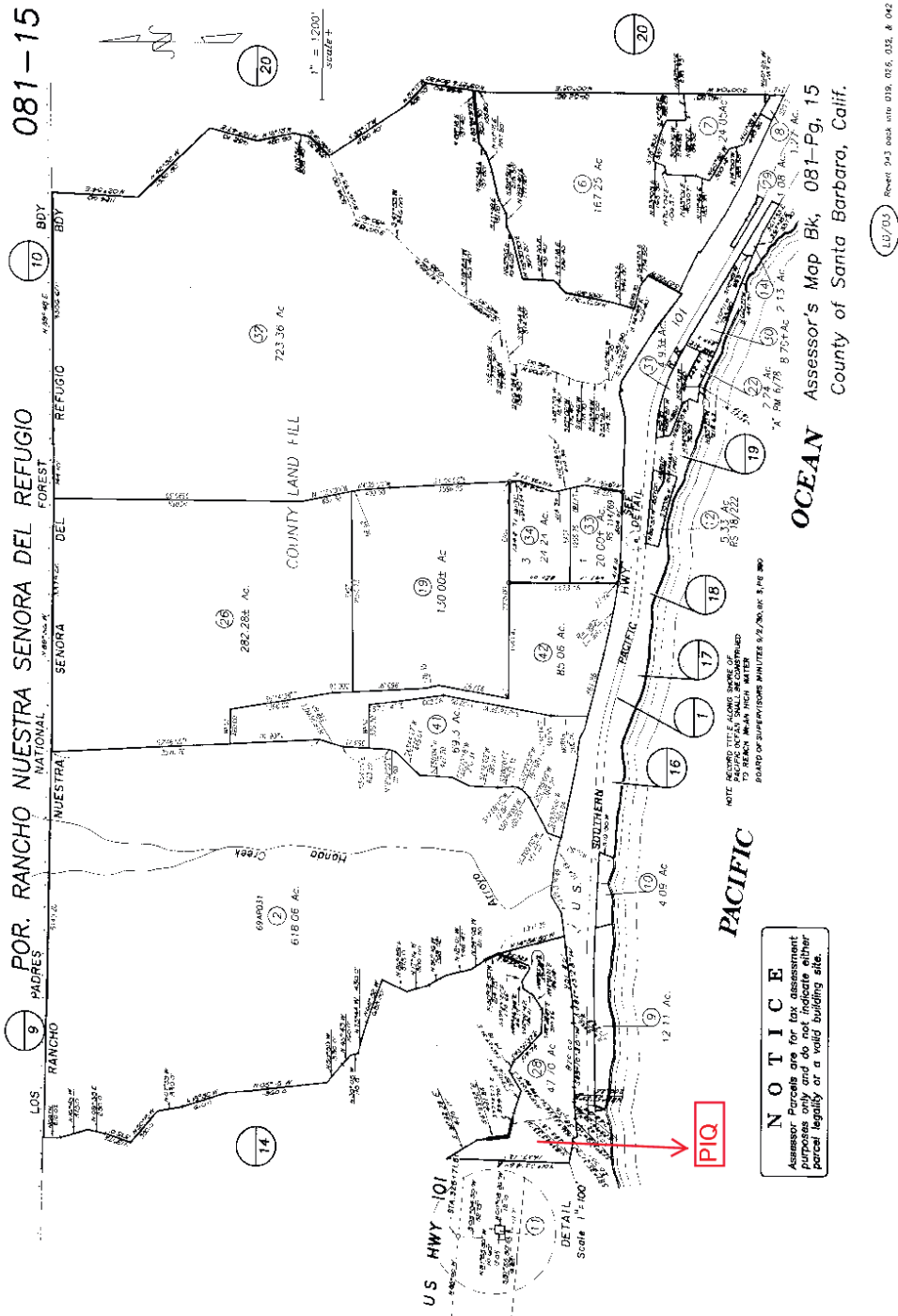
THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT THEREOF RECORDED JULY 28, 1866 IN [BOOK "A" OF PATENTS, PAGE 17](#), ET SEQ., RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT COURSE MARKED "(C)" IN PARCEL ONE IN THE DEED FROM THE HOLLISTER ESTATE COMPANY TO THE STATE OF CALIFORNIA, RECORDED JANUARY 2, 1957 IN [BOOK 1421, PAGE 334](#) OF OFFICIAL RECORDS, HAVING A BEARING AND DISTANCE OF NORTH 83° 39' 44" WEST 289.61 FEET", THENCE NORTH 1° 03' 46" EAST 1637.12 FEET TO THE NORTHWESTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED JUNE 22, 1970 AS INSTRUMENT NO. [16018](#), IN BOOK 2312, PAGE 274 OF OFFICIAL RECORDS, HAVING A BEARING AND DISTANCE OF "SOUTH 30° 32' 29" EAST 470.11 FEET", THENCE SOUTHEASTERLY, SOUTHERLY, EASTERLY AND NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LAND, TO AN INTERSECTION WITH THE EAST LINE OF THE LAND DESCRIBED AS PARCEL ONE IN THE DEED TO JOHN T. POOL, JR., RECORDED JUNE 25, 1968 AS INSTRUMENT NO. [19910](#), BOOK 2236, PAGE 878 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, THENCE SOUTHERLY ALONG SAID EAST LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE STATE HIGHWAY RIGHT OF WAY AS SAID LINE IS ESTABLISHED BY THE DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 2, 1949 IN BOOK [851, PAGE 207](#) OF OFFICIAL RECORDS OF SAID COUNTY, THENCE WESTERLY ALONG THE NORTH LINE OF SAID HIGHWAY JANUARY 2, 1957 IN [BOOK 1421 PAGE 334](#) BOTH OF OFFICIAL RECORDS, TO THE POINT OF BEGINNING.

EXCEPT THE INTERESTS IN THE MINERALS AND MINERAL RIGHTS IN SAID LAND, AS SAID MINERALS AND MINERAL RIGHTS ARE THEREIN DEFINED, AS CONVEYED BY DEED FROM HOLLISTER ESTATE COMPANY TO JANE H. WHEELWRIGHT AND CLINTON B. HOLLISTER, AS EXECUTORS OF THE WILL OF J. H. HOLLISTER, DECEASED, ET AL., RECORDED JULY 20, 1962 AS INSTRUMENT NO. [30286](#) IN BOOK 1942, PAGE 916 OF OFFICIAL RECORDS AS SAID INTERESTS WERE MODIFIED AND AMENDED BY THAT CERTAIN EXCHANGE OF DEEDS BETWEEN PETER STEFFENS AND DELLA STEFFENS, HIS WIFE, ET AL., AND HOLLISTER COMPANY, A JOINT VENTURE, COMPOSED OF D-G-J INVESTMENT CO., A CORPORATION AND HARWEN COMPANY, A LIMITED PARTNERSHIP, RECORDED AUGUST 12, 1965 COMMENCING WITH INSTRUMENT NO. [28586](#) IN BOOK 2116, PAGE 971 OF OFFICIAL RECORDS AND CULMINATING WITH INSTRUMENT NO. [28647](#) IN BOOK 2116, PAGE 1207 OF OFFICIAL RECORDS.

APN: 081-150-028





Description: Santa Barbara, CA Assessor Maps 81.15 Page: 1 of 1  
 Order: 6845759 Comment:

## Exhibit B

### GAVIOTA OVERLOOK PROPERTY PROJECT DESCRIPTION AND SCHEDULE

#### **Project Description**

GRANTEE shall use CRMF Funds for the acquisition of approximately 48 acres located immediately west of and adjacent to the Arroyo Hondo Preserve (known as the Gaviota Overlook Property) to maximize the quality of natural habitat onsite by providing sound protection, restoration and management; and maximize the quality of public enjoyment of the site by providing equitable, and non-discriminatory public access to the site. The property is a coastal marine terrace and has been added to the Arroyo Hondo Preserve, which the applicant owns and manages, increasing the Preserve's acreage from 782 to 830 acres.

In addition, the GRANTEE will increase the limited amount of visitors to the Preserve by a minimum of 25% above Arroyo Hondo's existing use levels.

#### **Schedule**

<b>Task</b>	<b>Completion Date</b>
Close Escrow	October 2022
Record Restricting Use	December 20, 2024
Seek and receive approval from DIRECTOR on the updated Management Plan in regards to: (1) The two primary results described in Article 7a and 7b on this Contract; and (2) Public access expansion at Arroyo Hondo and the subject property by at least a minimum of 25% above Arroyo Hondo's existing use levels.	April 4, 2025
Submit reports to COUNTY, describing levels of public use immediately after the trail system on the subject property is developed and immediately after access has been expanded.	April 15, 2026
Submit Final Report	November 2, 2029
Completion Date	November 30, 2029

## **Exhibit C**

### **GAVIOTA OVERLOOK PROPERTY GRANT DEED RESTRICTION USE TO BE RECORDED**

This Grant Deed Restriction Use is specifically subject to the following restrictions in perpetuity:

1. The real property shall be used for: (a) preservation, protection, restoration and management of the wildlife habitat, cultural resources, and scenic values of the property; (b) retaining the limited existing and historic agricultural use in a manner compatible with preservation of the wildlife habitat, cultural, historic and scenic resources; and (c) compatible, non-discriminatory, unrestrictive public access opportunities such as hiking, non-motorized recreational riding, picnicking, camping, retreats, arts activities, outdoor education and ecological research.
2. The real property may not be further subdivided, developed, transferred, or otherwise used for any private residential, commercial, or industrial purpose, or used for security for any debt.
3. Any transfer of the real property shall only be to a qualified non-profit or government organization with sufficient financial capacity to own and manage the property pursuant to the restrictions enumerated in this Grant Deed Restriction Use; and that any such transfer, or any modification to this deed restriction, is subject to the approval of the Director.
4. The essential terms and conditions of the grant agreement No. (TBD) County of Santa Barbara Coastal Resource Mitigation Fund (CRMF) are incorporated herein.
5. If the existence of the grantee or subsequent owner of the property ceases for any reason, or if any of the essential grant terms and conditions are violated, then the grantee or subsequent owner shall be required to reimburse the above grant funds, or the right, title and interest in the real property shall automatically vest in the County of Santa Barbara.

## Exhibit D

### COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara 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 of Santa Barbara 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 era 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 witnesses 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 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 attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' 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 attorneys' 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 of Santa Barbara, 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 agent 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 supervisors 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 of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) 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.

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

"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 of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 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 of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara 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 not 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 of Santa Barbara (Ord. No. 2946, § 1).