

ATTACHMENT B

REGRANTING AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA and FUND FOR SANTA BARBARA, INC.

THIS REGRANTING AGREEMENT ("Agreement") for the Santa Barbara County Racial Equity Grant Program ("Program") is made and entered into by and between the COUNTY of Santa Barbara (the "COUNTY"), and Fund for Santa Barbara, Inc. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party"), a California nonprofit public benefit corporation, whose address is 1219 State Street, Santa Barbara, CA 93101, and is made with reference to the following:

WHEREAS, the COUNTY has allocated funds in the amount of \$275,000 ("Grant Funds") for a third cycle of grant fund awards to subrecipient organizations to advance racial equity and justice (the "Project") via payments to CONTRACTOR hereunder;

WHEREAS, the CONTRACTOR represents that it has the experience, expertise, infrastructure, and all licenses and permits necessary to perform the services required under this Agreement ("Services");

WHEREAS, the CONTRACTOR has a 40-year history of providing equity-based grant funding that supports organizations in Santa Barbara County working for progressive social change;

WHEREAS, the CONTRACTOR is the singular philanthropic organization specializing in community-directed grantmaking through an equity lens that serves communities countywide;

WHEREAS, the CONTRACTOR's approach to philanthropy also incorporates a Grant Making Committee made up of a diverse set of community members, each with a different perspective and background, to collectively determine funding allocations; and

WHEREAS, the CONTRACTOR led the region's first regional equity initiative in collaboration with the University of Southern California's Equity Research Institute and the University of California, Santa Barbara Blum Center on Poverty, Inequality, and Democracy producing equity-based actionable data to support policy and systems change efforts in the Santa Barbara and Ventura Counties to better understand core areas of opportunity when reimagining what a more equitable region might look like.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. CONTRACT PERIOD

Start Date: Upon full execution of this Agreement

Termination Date: No later than June 30, 2025

CONTRACTOR shall commence performance of the Services upon approval and execution of this Agreement by all Parties, and end performance upon completion of performance of the Services, but no later than June

30, 2025, subject to annual budget appropriations, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement (the "Term").

2. DESIGNATED REPRESENTATIVE

George Chapjian (gchapjian@co.santa-barbara.ca.us) is the representative of COUNTY ("Designee") and will administer this Agreement for and on behalf of COUNTY. Eder Gaona-Macedo and Patricia Solorio (psolorio@fundforsantabarbara.org) are the authorized representatives for CONTRACTOR. Changes in a Party's designated representatives shall be effective only after delivery by such Party of advance written notice of such change to the other Party.

3. LIMITATIONS

Total expenditure reimbursements and payments from COUNTY to CONTRACTOR hereunder for the Term, including an administrative fee of \$41,250, shall not exceed the aggregate amount of \$275,000 ("Maximum Contract Amount"). Any increase or decrease in the Maximum Contract Amount may only be authorized upon prior written approval from COUNTY. Grant Funds may only be used for items outlined in the Scope of Services attached hereto as Exhibit 1 and incorporated herein by reference ("Scope of Services" or "Statement of Work") for purposes of the Project administered in accordance with the provisions of Exhibits 3, 4, and 5, attached hereto and incorporated herein by reference. Grant funds may not be used for litigation.

4. PROGRAM REPORTING AND PAYMENTS

In full consideration for CONTRACTOR's performance of Services hereunder, CONTRACTOR shall be paid the Grant Funds in three (3) payments, as outlined in the Budget and Timeline attached hereto as Exhibit 2 and incorporated herein by reference.

COUNTY reserves the right to request, and CONTRACTOR shall provide to COUNTY upon request, receipts and other documentation of all expenses paid or reimbursed using Grant Funds ("Records"). Since the Grant Funds include more than \$25,000 in public funds, COUNTY will retain constructive possession of such Records, and CONTRACTOR understands and agrees that CONTRACTOR shall be subject to State audit. Any Grant Funds not expended by CONTRACTOR during the Term, including all funding unclaimed or withdrawn by grant award subrecipients, during the Term shall be returned to COUNTY by CONTRACTOR.

5. DESIGNATION OF CREDIT AND RECOGNITION OF FUNDING SUPPORT

It is a requirement of this Agreement that CONTRACTOR and grant award subrecipients recognize the COUNTY as the funding source in all materials pertaining to the Project by including the COUNTY logo and following verbiage: "Grant funds are provided by the County of Santa Barbara as part of the Santa Barbara County Racial Equity Program." Relevant electronic and printed marketing materials may include, but are not limited to: grant guidelines, application, grant agreement, and CONTRACTOR's webpage listing grant opportunities, grant applications, grant guidelines, electronic newsletter, promotional literature, workshops, public promotional notices, and advertisements.

6. INSURANCE & INDEMNIFICATION; STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

CONTRACTOR must comply with all of the Standard Terms & Conditions for Independent Contractors attached to hereto as Exhibit B and incorporated herein by reference ("Standard Terms & Conditions"), as well as the Indemnification and Insurance Requirements attached hereto as Exhibit C and incorporated herein by reference, including, but not limited to, provisions pertaining to Commercial General Liability ("CGL"), Workers Compensation or Declaration of No Employees, and provisions regarding a separate endorsement naming

COUNTY as an additional insured under CONTRACTOR's CGL policy. Auto Insurance requirements have been waived.

7. TERMINATION

Termination of this Agreement is governed by the Standard Terms & Conditions, except for as follows:

- A. Termination for Lack of Approval of CONTRACTOR's Grant Recommendations. In the event that the COUNTY's Board of Supervisors does not approve CONTRACTOR's grant recommendations after presentation of same by CONTRACTOR as identified in Task 2.11 of Exhibit 2, and as further described in the Scope of Services, CONTRACTOR and/or COUNTY may choose to either:
 - i. Terminate this Agreement less the administrative fee of \$18,563 for work completed. All remaining funds will be retained by COUNTY; OR
 - ii. Mutually agree to conduct an additional review process in which CONTRACTOR would present to the Board of Supervisors a revised list of recommended grant funding awards. No additional funding will be available to conduct the additional review process unless specifically ordered by the Board of Supervisors.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement by their respective authorized officers as set forth below to be effective as of the first date duly executed by all of the Parties.

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Shirley Labuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Das Williams
Chair; Board of Supervisors

RECOMMENDED FOR APPROVAL
COMMUNITY SERVICES DEPARTMENT

By: George Chapjian
George Chapjian
Director, Community Services Department

CONTRACTOR:
FUND FOR SANTA BARBARA, INC.

By: Marco Vargas
Marco Vargas
Executive Director, Fund for Santa Barbara, Inc.

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: Lauren Wideman
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By: Betsy Schaffer
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, AIC

RISK MANAGEMENT

DocuSigned by:
By: 

Risk Manager

EXHIBIT 1
SCOPE OF SERVICES

CONTRACTOR: Fund for Santa Barbara, Inc.
PROGRAM NAME: County of Santa Barbara Racial Equity Grant Program
MAXIMUM CONTRACT AMOUNT: \$275,000

INTRODUCTION

This Scope of Services is attached to and incorporated into the CONTRACTOR Regranting Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and Fund for Santa Barbara, Inc. (CONTRACTOR) for the County of Santa Barbara Racial Equity Grant Program. The purpose of this Scope of Services is to further describe the Project and Program requirements and Services referenced in the Agreement.

1. GRANT PROGRAM DESCRIPTION

A. Application Process

The Program will provide funding to invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County. This Program aims to effect the culture, policy, and systems change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County according to the grant criteria and guidelines as outlined in:

- Exhibit 1: Scope of Services
- Exhibit 2: Budget and Timeline
- Exhibit 3: Grant Guidelines
- Exhibit 4: Grant Application
- Exhibit 5: Sample Grant Agreement Contract
- Exhibit 6: Sample Report Template

B. Communities Served

CONTRACTOR will administer The County of Santa Barbara Racial Equity Grant Program as authorized by the Santa Barbara County Board of Supervisors. This program will invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County.

2. REPORTING: COMMUNITY IMPACT

- A.** CONTRACTOR shall provide a Report document as an electronic attachment using a formatted template substantially similar to the example provided (Exhibit 6) and a corresponding narrative explanation to the Board of Supervisors for Approval of Grant Recommendations using Equity Grant Funds, which will include the following:
- i. The number of organizations that applied for funding, are recommended for funding, and are not recommended for funding;
 - ii. A brief narrative report to include organization name, project description, community served, geographic location, and recommended funding amount (including those that were not recommended to receive funding); and
 - iii. Relevant numeric accounting of progress toward goals.

- B. CONTRACTOR shall provide a Final Report to the Board of Supervisors, which shall include:
- vi. A review of the grantmaking process and outreach efforts;
 - vii. An overview of the grant projects and impact on their communities; and
 - viii. Outcomes as reported by grant recipients in their final evaluations submitted to the CONTRACTOR.

EXHIBIT 2
Budget and Timeline

COUNTY will pay CONTRACTOR for CONTRACTOR's performance of the Services in three (3) installments, one installment upon CONTRACTOR's completion of each of Task 1, Task 2, and Task 3, including all sub-tasks thereunder, as set forth in the Detailed Task Description Table set forth below.

<i>Detailed Task Description</i>		<i>Cost</i>
Task 1	Request for proposals (RFP) Announced and Grant Application Review Process	\$18,563
Task 1.1	Notification of funds available announced and applications available to applicants	
Task 1.2	Grant Application Workshops	
Task 1.3	Deadline for proposal review	
Task 1.4	Application Deadline Day	
Task 1.5	Staff Screening Meeting	
Task 1.6	Email Fund for Santa Barbara Board Members and COUNTY grant cycle application summaries	
Task 2	Grant Review, Approval of Funding Recommendations, Grant Notifications, and Fund Disbursement	\$252,312
Task 2.1	Grant Making Committee Retreat	
Task 2.2	Grant Making Committee Reviews Applications	
Task 2.3	First Screening Meeting	
Task 2.4	Grant Making Committee site visit teams schedule & conduct all interviews	
Task 2.5	SV teams receive interview questions	
Task 2.6	Final site visit reports Due	
Task 2.7	Grant Making Committee reviews site visit reports	
Task 2.8	Final Screening Meeting	
Task 2.9	Executive Committee receives funding recommendations	
Task 2.10	Grant Making Committee Co-Chairs present funding recommendations to Fund Board of Directors for consideration and vote	
Task 2.11	The Fund for Santa Barbara presents interim report and Cycle Three funding recommendations to Santa Barbara County Board of Supervisors for approval	
Task 2.12	Grant notifications and funds disbursed to grantees	
Task 2.13	Grant regret letters to applicants that were not awarded funding	
Task 3	Final Report and Outcomes	\$4,125
Task 3.1	Grant reports from grantees due to the Fund for Santa Barbara	
Task 3.2	Final report delivered to COUNTY and approved	

BOARD OF SUPERVISORS

General Public Comment

Agenda Item # A-11

Date: 11/7/25

REQUEST TO SPEAK

IN OPPOSITION

IN FAVOR

Lyan Gato

(PLEASE - PRINT NAME CLEARLY)

**In an effort to pronounce names correctly please provide phonetic spelling if necessary*

Contact Information (optional): _____
(Phone Number Including Area Code)

(Email Address)

Representing (optional): _____
(Organization, etc.)

ALL INDIVIDUAL SPEAKERS AND ORGANIZED PRESENTATIONS TO THE BOARD OF SUPERVISORS ARE SUBJECT TO TIME LIMITS IMPOSED AT THE DISCRETION OF THE CHAIR.

Persons desiring to address the Board of Supervisors must complete and deliver to the Clerk a speaker slip **PRIOR** to the commencement of the item – **PLEASE ENSURE YOUR NAME IS CLEARLY PRINTED.**

WHEN SPEAKING, BE BRIEF, STAY ON SUBJECT, PRESENT ONLY NEW INFORMATION. WHEN TESTIFYING BEFORE THE BOARD OF SUPERVISORS, PERSONAL ATTACKS AND OTHER DISRUPTIVE BEHAVIOR IS NOT APPROPRIATE.

(The Clerk will call you to the microphone at the appropriate time) (Rev. 2011)

PLEASE SEE REVERSE FOR BOARD MEETING PROTOCOLS

EXHIBIT 3:
RACIAL EQUITY FUND OF THE COUNTY OF SANTA BARBARA
2024 GRANT APPLICATION

FUND FOR SANTA BARBARA: *Advancing progressive change by strengthening movements for economic, environmental, political, racial, and social justice.*

The Fund for Santa Barbara (est. 1980) is a non-traditional community foundation that supports organizations and groups working for progressive social change in Santa Barbara County. The FUND is dedicated to helping find solutions to current and emerging social problems and issues that challenge our society as a whole. We understand that social conditions improve most dramatically when those who have been denied power and justice lead on their own behalf to confront, challenge, and change the conditions that have denied them access to justice and equity.

About the Racial Equity Fund of the County of Santa Barbara

Mission: To invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County. This fund aims to effect the culture, policy and systems change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County.

History: The Racial Equity Fund of The County of Santa Barbara County (REFCSB) is an initiative that came directly from grassroots organizing by Black femme leaders in Santa Barbara County who demanded that the County of Santa Barbara invest in the Black community in the wake of the killing of George Floyd and the ongoing racial justice movement. Santa Barbara County Board of Supervisors (“the County”) passed a resolution declaring racism a public health crisis, made a commitment to racial justice, and pledged \$500,000 to begin to address equity issues in the county. Roughly half of the funds were allocated to internal/institutional County equity development with the remaining funds to be distributed through the Fund for Santa Barbara’s (“The FUND”) participatory grantmaking process in collaboration with The County of Santa Barbara. The FUND has a long history through its grant making program of supporting historically marginalized communities to be full participants in our community’s social, civic, and economic life. This funding program aims to build capacity, expand, and/or stabilize historically marginalized organizations in Santa Barbara County. In 2022 and 2023, the County Board of Supervisors allocated an additional total of \$550,000 to fund a second and third cycle of the program.

Applications available at fundforsantabarbara.org/grantee-portal

FUNDING STRATEGY

The purpose of the REF is to provide organizational capacity assistance to:

1. Strengthen the ecosystem of diverse, anti-racism organizations in our community that share a common goal to address the cultural and systemic effects of racism.
 2. Increase active participation of historically marginalized communities to influence civic matters that impact our community at large.
 3. Develop the pipeline to uplift historically marginalized leaders to positions of decision-making and influence.
 4. Increase and sustain investment to strengthen organizations led by historically marginalized leaders who have lacked access to capital.
 5. Address and work to change systemic negative narratives about the legacy of slavery in the community.
 6. Establish and advance organizational capacity in organizations led by historically marginalized leaders in the following areas:
 - a. Leadership development
 - b. Advocacy, policy change, legal analysis, and research
 - c. Strategic communications
 - d. Alliance and coalition building
 - e. Organizational development
 - f. Community engagement and organizing
 - g. Innovation and continuous learning
 - h. Develop organizational and programmatic objectives, conduct evaluation, and assess outcomes.
-

ELIGIBILITY CRITERIA

1. Must be a historically marginalized organization in Santa Barbara County
 - a. i.e. Serving communities directly harmed by the racist policies and marginalized by systemic racism
2. Must include as a core mission of the organization the goal of addressing systemic racism
3. Projects must take place in Santa Barbara County
4. Must have a Tax ID Number, Employer Identification Number (EIN), or a fiscal sponsor
5. Must have an organizational bank account (or a fiscal sponsor)

EXHIBIT 4: GRANT GUIDELINES

The FUND defines social change as change that addresses the systemic, root causes of social (economic, environmental, political, and racial) inequalities in an effort to alleviate those inequalities but also the underlying conditions and circumstances that cause and sustain them.

The Fund for Santa Barbara is unabashedly progressive and is looking to support projects that address the systemic root causes of social inequalities. We support projects with a strong systemic change component.

Guidelines

- Actively support anti-discrimination based on race, sex/gender, age, religion, language spoken, or immigration status;
- Actively support communities marginalized by power structures to engage in dialogue and actions that seek to counter social injustice;
- Actively work to improve the rights of workers and their families whose living conditions have been marginalized;
- Promote the cultural life of underserved communities and support the activities of cultural workers;
- Promote self-determination and leadership development in low income and disenfranchised communities;
- Promote Global peace and organize locally for just policies;
- Work on building coalitions to enhance improving environmental justice and address climate change, especially organizing a constituency usually without access to decision-makers
- Engage in collaborative action and coalition-building to strengthen movement ecosystems; Work against community violence and actively support recovery and restorative justice activities and initiatives;
- Operate in a democratic manner, responsive to and directed by the constituency being served.

Priorities

- Guidelines: Does this project have the potential to create or advance social, economic, political, and/or environmental change? Please refer to FUND Guidelines
- *Priorities: Are there elements of Community Organizing, Advocacy, Direct Action, Base-building, Coalition-Building, or Legal Strategy?*
- Access to Funding: Does this project lack access to funding? Would the project go forward without support from the Fund?
- Critical Timing/Need: Does the organization have the capacity to reach their social change goals? Are the key players familiar with other organizations in the same field to further the goal of movement building?
- Impact of Funds: How clear is the budget outline? How well does the budget support the project's social change goals? Will funding help start-up the organization, stabilize the organization, and/or leverage other funding sources?
- Regional Equity: Will this project help the GMC achieve its objective of providing equity in funding throughout Santa Barbara County?

We do **NOT** Fund

- Political campaigns that support a candidate or a political party;
- Private (vs. public) interests;
- Direct labor organizing;

- Direct support to individuals;
- Building improvements;
- Capital ventures, i.e. machines, vehicles, etc.;
- Equipment, i.e. office equipment, tools, etc;
- Projects located outside of Santa Barbara County.
- *REFSBC funding cannot be used for lobbying, legal strategy or 501(c)4 work

RACIAL EQUITY FUND CYCLE SCHEDULE

FUND FOR SANTA BARBARA 2023-24 REF Truncated Cycle

When	What	Where
Nov 13, 2023	Request for proposals (RFP) Opens	
Nov 29, 2023	Grant Application Workshop	Zoom
Jan 16, 2024	Deadline for proposal review	
Jan 22, 2024 11:59 pm	RFP Closes	Submittable
Jan 26 – Feb 9	GMC Reviews Applications	
Feb 10, 2023	Screening Meeting	Location: TBD
Feb 26, 2024	Fund for Santa Barbara Board of Directors Approves Funding Recommendations	FSB Santa Barbara Office
Tentative: Mar 19, 2024	Funding Recommendations presented to County Board of Supervisors	Board of Supervisors
March 2024	Public Announcement of Awards	Grantee Calls
April 2025	Funding Term Ends	

Applications will be accepted during the RFP window.

- I. The maximum grant request is up to \$100,000 for 12 months.
- II. All proposals will be initially screened by The FUND to determine completeness and eligibility.
- III. Incomplete applications or ineligible applicants will not be considered. FUND staff may contact applicants to request additional information as needed.
- IV. Grant Making Committee funding recommendations will be presented to the Fund for Santa Barbara Board of Directors for approval. Final approval by the County Board of Supervisors is required.

Racial Equity Fund of the County of Santa Barbara Grant Application

General Information

Date: _____

Name of Organization or Fiscal Sponsor: _____

Provide a name for your grant request _____

Has this request received FSB Funding in the past?

No Yes

Date of last grant: _____

Requested Amount (not to exceed \$100,000): \$ _____

Brief statement of what the funds will pay for (in third person): _____

Issue Area(s): _____

Strategy(ies): _____

Constituency(ies) _____

Geography(ies): _____

Make Check Payable to: _____

Organization Address: _____
Street (where grant agreement and check should be mailed) Apt/Ste/Unit #

City State Zip

Tax Exempt Status
 501(c)3 501(c)4 Unincorporated Tax ID #/ EIN: _____

Total Organizational Budget: _____

Project Budget Period Fiscal Year
From: _____ To: _____ From: _____ To: _____
MM/YYYY MM/YYYY MM/YYYY MM/YYYY

Group/Organizational bank account? If yes, what Financial Institution?
 Yes No _____

Contact Information

First Name	Last Name	Title
Email		Phone #
Website		

Disclaimer and Signatures

We certify that the information in this application is true and accurate to the best of our knowledge and is submitted with the Board of Directors/Governing Body's full knowledge and endorsement.

Name of Board President or Authorized Representative	Phone
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Email of Representative

<i>Do not sign</i>	<i>Do not sign</i>
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Signature of Representative	Date
-----------------------------	------

Name of Submitter or 2 nd Representative	Phone
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Email of Representative

<i>Do not sign</i>	<i>Do not sign</i>
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Signature of Representative	Date
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Application Narrative

1. **Organizational History and Mission**
2. **Keeping in mind the Racial Equity Fund's priorities as stated in the Guidelines, how is your organization addressing systemic racism?**
3. **Describe how the funds will be used to enhance and address the root causes of issue(s) directly impacting historically marginalized and disenfranchised communities' capacity?**
4. **Tell us if and how you are working with other organizations and how you would describe your relationship? (cooperating, collaborating, etc.)**
5. **Describe your organizational structure and governance. How are decisions made and priorities set for your group? How is your constituency involved in the decision-making process for your project?**
6. **What are your main objectives and the anticipated outcomes and how will you evaluate the effectiveness or impact of the project within your proposed timeline?**
7. **What resources, aside from funding, does your organization have access to? What resources, aside from funding, does your organization need? (i.e. volunteers, donated space / equipment, discounts, etc.)**
8. **If full funding is not available, what is / are your organization's highest budget priorities (i.e. can't do without)?**
 - 1.
 - 2.
 - 3.

Financial Information

Income and Expense Summary for Proposed Project Only

Income		
Source of Funds	Amount	Received/Pending
<i>Fund for Santa Barbara</i>	\$	<i>Pending</i>
*Total Income	\$	

**(Must match total expenses below)
Please note this is a cash only budget (i.e. do not include in-kind donations)*

Expenses			
Expense Category / Item	Notes / Explanation	Total Expense Amount	Amount Requested From The FUND FOR SANTA BARBARA
	*Total Expenses	\$	\$

**(Must match total income above)
Please provide detailed notes for each expense category (e.g. if staff position: hrs x rate x length of time.)*

Past Funding Sources for this project (i.e. grants, events & other fundraising activities). Please include dates & amounts:

Exhibit 5:
FUND FOR SANTA BARBARA
PO Box 90710, Santa Barbara, CA 93101 • (805) 962-9164

Grant Agreement

On _____ the FUND FOR SANTA BARBARA (Grantor) awarded a Grant to
_____ (Grantee) in the amount of _____ for:

Grantor and Grantee agree to the following terms and conditions of the grant:

1. The Grantor and Grantee, by signing, agree to enter into this Grant Agreement which defines the terms of the grant period as ___ months from the date funds are disbursed.
2. By signing the Grantee claims the above award. The Grant Agreement must be signed within 30 days upon receipt if, after that time, the grant remains unclaimed by the Grantee, the award may be withdrawn.
3. The Grantee shall use the grant solely for charitable, scientific, literary or educational purposes and as described in the Grantee's funding request. Requests for changes in the purposes for which grant funds are spent must be submitted in writing and approved by the Grantor. The Grantee shall repay to the Grantor any portion of the amount granted which is not used for approved purposes.
4. The Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)3 of the Internal Revenue Code.
5. In the event that the Grantee violates or fails to carry out any provisions of this Agreement, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to the Grantee, and demand the return of all or part of the grant funds, which the Grantee shall immediately repay to the Grantor.
6. The Grantee shall notify the Grantor immediately of any change in (a) the Grantee's tax-exempt status, or (b) the Grantee's key staff or volunteers responsible for achieving the grant purposes.
7. The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the the County of Santa Barbara, the Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising directly from 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 directly from an act or omission of the Grantor, its officers, directors, trustees, employees or agents.

8. In the event that the Grantee ceases its operations, the Grantee shall transfer any property purchased with the grant funds and return any unexpended funds to the Grantor.
9. The Grantee shall issue a press release announcing the grant award within two weeks of receipt of the Grant Agreement and submit a copy of said press release to the Grantor upon publication. The Grantee agrees to mention the County of Santa Barbara and the Grantor in all literature or publicity as a source of funding. The FUND Style Guide found on the footer of our website can provide assistance with drafting a press release
10. The Grantee will provide the Grantor a minimum of 5 digital media files including but not limited to, images, videos, social media publications, website, any produced content such as, reports, newsletters, flyers, posters, brochures, advertisements, as it pertains to the grant award and authorize the Grantor the right to edit, alter, copy exhibit publish, distribute and make use of any and all materials. This authorization extends to all languages, media formats and markets now known or hereafter devised and shall continue indefinitely.
11. The Grantee is required to submit a six-month progress report describing the progress of the project and detailed expenditures for the six-month period from receipt of the grant funds. After a period of twelve months following the receipt of the grant or when all the monies have been spent, whichever comes first, the Grantee shall submit a final narrative report to the Grantor detailing all expenditures of the grant and evaluating the project's success in terms of its proposed outcomes. If, at that time, there remains any unspent grant money, the Grantee shall return these funds to the Grantor, unless otherwise requested and submitted in writing by the Grantee and approved by the Grantor.
12. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and signed by both parties hereto.

In witness whereof, the parties have executed this Grant Agreement:

Grantee: _____

Signature of Officer, Director or Authorized Representative	Date
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Name of Officer, Director or Authorized Representative	Title
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Grantor: FUND FOR SANTA BARBARA

Marcos Vargas, Executive Director	Date
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EXHIBIT 6: GRANT AWARD RECOMMENDATIONS TEMPLATE

COUNTY OF SANTA BARBARA 2023-24 Racial Equity Fund of Santa Barbara County Grant Award Recommendations Administered by THE FUND FOR SANTA BARBARA

The mission of the Racial Equity Fund is to invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County. This fund aims to affect the culture, policy and systems change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County.

The purpose of the REF is to provide organizational capacity assistance to:

1. Strengthen the ecosystem of diverse, anti-racism organizations in the community that share a common goal to address cultural and systemic effects of racism.
2. Increase active participation of historically marginalized communities to influence civic matters that impact our community-at-large.
3. Develop the pipeline to uplift historically marginalized minority leaders to positions of decision-making and influence.
4. Increase and sustain investment to strengthen organizations led by historically marginalized minority leaders who have lacked access to capital.
5. Addressing and working to change systemic negative narratives about the legacy of slavery in the community
6. Establish and advance organizational capacity in organizations led by historically marginalized minority leaders in the following areas:
 - a. Leadership development
 - b. Advocacy, policy change, legal analysis, and research
 - c. Strategic communications
 - d. Alliance and coalition building
 - e. Organizational development
 - f. Community engagement and organizing
 - g. Innovation and continuous learning
 - h. Develop organizational and programmatic objectives, conduct evaluation, and assess outcomes.

RACIAL EQUITY FUND OF SANTA BARBARA COUNTY GRANT GENERAL INFORMATION

Total RE Grant Funding Requested:	\$XXX
Total RE Grant Funding Available:	\$XX
Total Number of Applicants:	XX
Number of Applicants Recommended for Funding:	XX

ALL GRANT APPLICANTS, DESCRIPTIONS, AND AWARD AMOUNT RECOMMENDATIONS

(Please note: the grant descriptions provided below are submitted by the applicants as part of their grant application.)

Organization Name

Grant Award: \$XXX

Geographic Area Served: "Geographic Area Description"

Project Description: "Project Description"

Use of Grant Funds: "Use of Grant Funds Description"

Amount Requested: \$XX

Organization Name

Grant Award: \$XXX

Geographic Area Served: "Geographic Area Description"

Project Description: "Project Description"

Use of Grant Funds: "Use of Grant Funds Description"

Amount Requested: \$XX

Organization Name

Grant Award: \$XXX

Geographic Area Served: "Geographic Area Description"

Project Description: "Project Description"

Use of Grant Funds: "Use of Grant Funds Description"

Amount Requested: \$XX

Organization Name

Grant Award: \$XXX

Geographic Area Served: "Geographic Area Description"

Project Description: "Project Description"

Use of Grant Funds: "Use of Grant Funds Description"

Amount Requested: \$XX

EXHIBIT B

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS



THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on the Purchase Order (defined below). **CONTRACTOR's signature on the Purchase Order means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.

B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.

2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.

3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) 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. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services, (4) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that intone of CONTRACOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

21. **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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY 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.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.