

ATTACHMENT I

94-062800

Rec Fee .00
Total .00

RECORDING REQUESTED BY AND WHEN RECORDE

RETURN TO:
Clerk of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
1:04pm 9-Aug-94

COSB CC 14

GRANT AGREEMENT

NO FEE PER
GOV. CODE 6103

THIS GRANT AGREEMENT (hereinafter the "Agreement") is made by and between:

THE COUNTY OF SANTA BARBARA, hereinafter called "COUNTY", and

LIFESTEPS FOUNDATION, a California public benefit corporation, hereinafter called "LIFESTEPS", and

LA CUMBRE SAVINGS BANK, a California corporation, hereinafter called "LA CUMBRE SAVINGS".

WHEREAS, the County of Santa Barbara has previously adopted guidelines for the disbursement of County Housing Funds and has issued a Notice of Funding Availability (NOFA) to solicit specific projects and activities which foster the development of low and moderate income housing; and

WHEREAS, Lifesteps has submitted a request for a grant of County Housing Funds for development costs associated with the Property more particularly described in Exhibit A and commonly known as 220 South First St., Orcutt, California, hereinafter "Property"; and

WHEREAS, Lifesteps agrees to operate said Property as a residential rental property for low income developmentally disabled persons (hereinafter "Program"); and

WHEREAS, Lifesteps has received a \$36,000 grant award from the Federal Home Loan Bank and a \$14,000 Deferred Loan from the County Housing Authority to provide housing for 6 developmentally disabled citizens; and

WHEREAS, Lifesteps has a tentative commitment for a first mortgage of \$140,000 from La Cumbre Savings Bank for acquisition, rehabilitation, and expansion of the Property; and

WHEREAS, the Board of Supervisors, desires to approve a grant to Lifesteps of \$45,000 from the County's Housing Funds for the purpose of expansion of the Property;

NOW, THEREFORE, COUNTY, LA CUMBRE SAVINGS AND LIFESTEPS HEREBY AGREE AS FOLLOWS:

1. AMOUNT AND USE OF FUNDS

1.1 Grant Agreement. Subject to the terms and conditions contained in this Agreement, the County hereby grants to Lifesteps the sum of forty five thousand dollars (\$45,000) to assist in the expansion of the Property. Such funds shall be deposited in a special account at La Cumbre Savings Bank. When La Cumbre Savings is prepared to close its construction loan for completion of the renovation of the subject property, La Cumbre Savings file a claim to request that the County deposit the \$45,000 in a special loan in process "LIP" account. Such funds will not be requested until La Cumbre is assured that all permits necessary for construction of the project have been obtained and that sufficient funds will be available to complete the proposed renovation.

1.2 Use of Grant Funds. Funds granted to Lifesteps pursuant to this Agreement will be used as described in the Budget (Exhibit B). Any budget reallocation or revision must be requested by Lifesteps and approved by the County in writing.

2. METHOD AND CONDITIONS FOR DISBURSEMENT OF GRANT PROCEEDS

2.1 Claim. La Cumbre Savings will file with the County a written claim for said grant funds on County's standard claim form (AC-126). Said claim shall include the County's contract number.

2.2 Disbursement. Upon County's receipt and approval of a claim as provided above, a warrant for said grant funds payable to La Cumbre Savings will be issued by County. LA CUMBRE SAVINGS shall disburse the affordable housing funds to Lifesteps in the same manner as the bank typically disburses construction loan proceeds to borrowers. La Cumbre Savings will disburse affordable housing funds to Lifesteps first until all such funds have been expended, and then La Cumbre Savings will commence disbursing its portion of the construction loan proceeds.

3. CONDITIONS OF THE GRANT

3.1 Project Use. The Property will be owned and operated by Lifesteps. Lifesteps will operate this Program as a residential rental facility for low-income developmentally disabled persons. Lifesteps further agrees to operate the Program for a minimum of thirty (30) years.

3.2 Low-Income. For purposes of this Agreement, low income households are defined as households whose incomes do not exceed 80% of the median income for the County, as determined by HUD with adjustments for smaller or larger families.

3.3 Contingent Grant Repayment Obligation. If Lifesteps is unable to complete or otherwise demonstrate satisfactory progress in operating the proposed Program within twelve (12) months of the execution of this Agreement, Lifesteps will then be required to reimburse the County grant funds expended plus accrued interest calculated using the 5-year Treasury bill rate then in effect.

4. REPORT TO COUNTY

4.1 Lifesteps agrees to submit to the County Affordable Housing Program a report, due within 6 months following disbursement of grant proceeds, which includes: 1) an evaluation by Lifesteps of the Programs's overall performance in meeting its affordable housing objectives; 2) a comparison of the completed Property to the development plans; 3) documentation of the project's compliance with long-term low-income affordability requirements; and 4) discussion of long-term management and maintenance plans, including income and expense forecasts for the first five (5) years of operations and; 5) receipts, vouchers or invoices substantiating use of funds as per Exhibit B.

4.2 LA CUMBRE SAVINGS agrees to submit to COUNTY a copy of the annual Federal Home Loan Bank annual report. If the annual reporting requirements become the sole responsibility of the project sponsor in the future, Lifesteps agrees to submit a copy of the annual report directly to the County.

5. MAINTENANCE OF RECORDS

5.1 Maintenance of Project Records. Lifesteps will maintain on file at its offices books, accounts, payroll records, accurate minutes of its meetings, correspondence and other records and information relating to performance of its obligations under this Agreement which will adequately and correctly reflect expenses incurred by Lifesteps

in the performance of said obligations. Said books, accounts, records and information will be open to inspection by the County, and at County's request, Lifesteps will furnish County with a copy of any record maintained by Lifesteps pursuant to the terms of this Agreement. Lifesteps will retain said records on file for three (3) years following Property expansion.

5.2 Audit of Property Records. County will have the right to audit and review all records maintained by Lifesteps pertaining to the Property pursuant to the terms of this Agreement. Any such audit and review may be conducted at any time during regular business hours, upon reasonable advance written notice by County to Lifesteps.

6. ASSIGNMENT

6.1 Limitations on Assignment. Lifesteps will not sell, convey, or alienate the Property or any part thereof or any interest therein or be divested of its title or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the prior written consent of County.

6.2 Approval of Assignment. Any proposed assignment of the Property by Lifesteps to a qualified entity, will be subject to County review of a copy of the organizational documents of the assignee, and written procedures governing the sale of the Property. Such assignment and organizational documents will include provisions ensuring that the assignee will assume all the obligations of this Agreement and maintain it as low-income housing for a minimum of thirty (30) years, and, specifically, to maintain the Lifesteps program for a minimum of five (5) years from initial occupancy.

7. RIGHT OF FIRST REFUSAL

In the event, at any time during the 30 year period immediately following initial occupancy of the Property, Lifesteps or an approved assignee wishes to dispose of the Property, the County or its designee, will be granted a first right of refusal for a period of 90 days to purchase the Property at fair market value.

8. COMPLIANCE WITH LAWS AND REGULATIONS

Lifesteps, or any approved assignee, agrees that it will comply with all the provisions of all local, State and Federal laws and regulations applicable to the Property to be carried out hereunder. Without limiting the generality of the foregoing, Lifesteps or any assignee:

A. Will obtain and maintain, at its own expense, any and all licenses necessary to carry out the Program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the Property.

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

- (i) deny any service or other benefits provided at the Property;
- (ii) provide any service or other benefit which is different, or is provided in a different form, from that provided to others at the Property;
- (iii) subject any person to segregated or separate treatment in any facility in, or in any manner or process related to receipt of any service or benefit from, the Property;
- (iv) restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit from the Property;
- (v) treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit from the Property;
- (vi) deny an opportunity to participate in the Property as an employee.

C. Will maintain such records and enforce and comply with such procedures as County may specify or require in order to ensure that only persons eligible for services under applicable State and/or Federal laws are admitted to the Property or are provided with such services.

D. Will not engage in any religious instructions nor use any part of the funds provided hereunder to purchase any religious books, materials or equipment or other property, or to pay the salary of any person who participates in any such religious instruction, nor will the funds provided under this Agreement be used for any other religious or sectarian purpose whatsoever.

E. Will comply with the provisions of County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) attached hereto as Exhibit C and made a part hereof for all purposes.

F. Will incorporate and follow any procedures, practice, rules, indexes and guidelines required by any local, State or Federal laws and regulations.

G. Will comply with affirmative fair housing marketing requirements when advertising the availability of housing units provided by the Property in order to solicit applications from persons of all ethnic, racial and gender groups.

9. MISCELLANEOUS

9.1 Indemnification. Lifesteps, or any successor under this Agreement, will indemnify, defend and hold County, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, loss of life or damage to property, violation of any Federal, State or municipal law or other cause in connection with the activities of Lifesteps, any successor under this Agreement, its officers, directors, employees or agents, or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences, or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred with respect to any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

9.2 Termination of Agreement. Upon termination of this agreement, Lifesteps or its assignee, will be required to reimburse all grant funds expended. County will have the right to terminate this Agreement immediately if:

A. County determines that Lifesteps has incurred obligations or made expenditures from the grant for purposes which are not permitted or which are prohibited under the terms of this Agreement.

B. County determines that Lifesteps has filed a petition in bankruptcy, or for receivership or reorganization, or has filed any other petition under the Bankruptcy Act or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency.

C. County determines that Lifesteps or its assignee has failed to maintain 30 year affordability restrictions on the property.

9.3 Agreement Binding on Successors. The conditions of this Agreement and the respective rights and obligations of the parties hereunder will be binding upon the heirs, assigns and successors in interest of each of the parties.

9.4 Governing Law. This Agreement will be governed by the laws of the State of California.

9.5 Attorney's Fees. If either party hereto brings an action to enforce or construe the terms of this Agreement, the prevailing party in such action will be entitled to recover from the other party or parties reasonable attorney's fees and costs incurred in connection with such action.

9.6 Notices. All notices, requests, demands or other communications permitted or required pursuant to this Agreement will be effective only if in writing, and will be deemed to have been given and received (1) when personally delivered, or (2) on the third (3rd) business day after the date on which deposited with a regulated public carrier, return receipt requested or equivalent thereof administered by such regulated public carrier, in a sealed envelope addressed to the party for whom intended at the address set forth below, or at such other address, notice of which is given as provided herein:

If to County	Affordable Housing Program County of Santa Barbara P.O. Box 2219 Santa Barbara, CA 93102-2219
If to Lifesteps	Lifesteps Foundation 1107 Johnson Ave. San Luis Obispo, CA 93401
If to La Cumbre	La Cumbre Savings Bank 735 State Street Santa Barbara, CA 93101

9.7 Further Assurances. Each of the parties agrees to cooperate with the other and to perform such acts and to execute such documents or instruments as may be necessary, proper or desirable to carry out the purposes and intent of this Agreement.

9.8 Property Insurance. At all times Lifesteps, its successor, or its assignee under this Agreement, will maintain in full force and effect a policy of extended liability coverage insurance on the Property, which insurance will insure the full replacement value of the Property. Such insurance will be with insurers and under forms of policies satisfactory to County and will provide that notice be given to County at least thirty (30) days prior to cancellation or material change. Lifesteps, its successor or assignee will file with the County Risk Manager a certified copy of said policy, and any attachments, renewals, or amendments thereto.

9.9 Entire Agreement. This Agreement, together with the exhibits hereto, constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification of this Agreement will be valid or binding unless executed in writing by each of the parties on or after the date of representation, warranty, promise, statement or information, unless specifically set forth herein.

IN WITNESS WHEREOF, COUNTY, Lifesteps and La Cumbre Savings, have caused this Agreement to be executed by their respective duly authorized officers as of this 23 day of June, 1994.

Lifesteps Foundation,
a public benefit corporation

By: Sharon Frederick, Regional Director
Sharon Frederick
Regional Director

LA CUMBRE SAVINGS BANK
a California corporation

By: Michael R. McGuire
Michael R. McGuire, President and
Chief Executive Officer

ATTEST:
ZANDRA CHOLMONDELEY
Clerk of the Board
By: Elizabeth Martinez
Deputy Clerk of the Board
CO., CAL.

COUNTY OF SANTA BARBARA,
a political subdivision of the
State of California

By: Normi Schwartz
Chair, Board of Supervisors

APPROVED AS TO FORM:
STEPHEN SHANE STARK
ACTING COUNTY COUNSEL

By: Elizabeth Stark

APPROVED AS TO FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By: Brian Fairstock
BRIAN FAIRSTOCK, C.P.A.

APPROVED AS TO FORM:
CHARLES A. MITCHELL
RISK MANAGER

By: Charles A. Mitchell

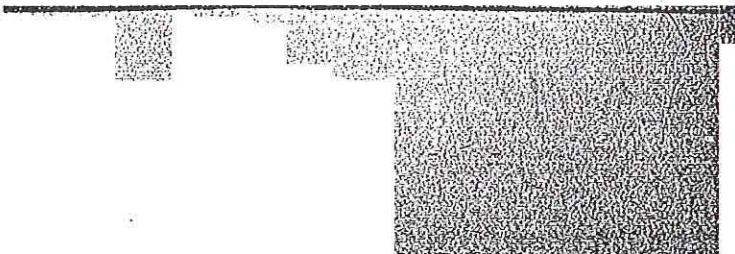
State of California)
)
County of Santa Barbara)

On July 19, 1994 before me, Elizabeth Martinez,
personally appeared Naomi Schwartz,
personally known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Elizabeth Martinez

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

Slate of CALIFORNIA

County of SANTA BARBARA

On 6/13/94 before me, JUNE M. IRELAND, NOTARY

personally appeared MICHAEL B. McGUIRE

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

June M. Ireland
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
PRESIDENT + CEO
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

GRANT AGREEMENT
TITLE OR TYPE OF DOCUMENT

10
NUMBER OF PAGES

NO DATE
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

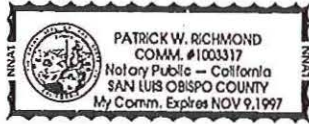
State of CALIFORNIA

County of SAN LUIS OBISPO

On JUNE 23, 1994 before me, PATRICK W. RICHMOND, Notary Public

personally appeared SHARON B. FREDERICK

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Patrick W. Richmond, Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer (checked), Regional Director - San Luis Obispo/Santa Barbara Counties, Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Grant Agreement, Six pages, dated June 23, 1994, signed by Michael R. Mc Guire, Brian Fahnestock, Charles Mitchell, Elizabeth Fahnestock.

Signer is representing: LIFESTEPS FOUNDATION

Exhibit A
Legal Description

LOT 8 IN BLOCK J OF TORRENCE SUBDIVISION, IN THE TOWN OF ORCUTT, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 67 OF MAPS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM, HOWEVER, THE RIGHT TO DRILL OR BORE FOR OIL, PETROLEUM, NATURAL GAS, AND ALL OTHER SIMILAR OR LIKE SUBSTANCES, AS RESERVED BY ELLA S. HARTNELL, ET AL., IN DEED RECORDED JULY 20, 1904 IN BOOK 103, PAGE 9 OF DEEDS.

Exhibit B.

3. Developmental Costs

The following is a cost break down of a 1300 square feet, handicapped accessible addition:

Foundation, grading, survey	\$17,000
Framing	\$11,000
Roofing	\$ 6,000
Painting	\$ 2,000
Electrical	\$ 5,000
Plumbing	\$ 5,500
Drywall	\$ 4,604
Carpet	\$ 2,000
Linoleum	\$ 3,000
Windows	\$ 2,000
Heating	\$ 1,740
Cupboards	\$ 2,000
Appliances	\$ 3,000
Shower/Tub	\$ 3,800
Sinks	\$ 400
Toilet	\$ 300
Water Heater	\$ 453
Plans	\$ 1,000
Permits	\$ 2,000
Ramps	\$ 1,000
Water/hookup	\$ 1,600
Hand Bars	\$ 500
Gas/hook-up	\$ 1,500

Electric*	\$ 700
School Fees	\$ 2,403
Architecture	\$ 3,500
Program Coord.	\$ 3,000

Total development costs \$87,000

The total cost of the housing project is \$87,000. We are requesting \$45,000 from the County of Santa Barbara, Resource Management Department and \$42,000 new construction loan* from La Cumbre Savings Bank. Life Steps has a reserve money market account in cases of any unforeseen expenses. *The loan amount may need to be increased slightly, if any unknown expenses occur.



ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec. 2-94. Exceptions. The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

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 contract or agreement if any of 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 expenses of such hearing, including reasonable attorney's fees to contractor is in accordance with current Santa Barbara County Superior Court schedule of attorney's 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 attorney's 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 the county of all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to 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 from 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 times 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, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 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 twelve (12) 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 sources, that any party contracting with the County of Santa Barbara is engaging, or during the terms 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 expenses 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)

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