

**CONTRACT BETWEEN THE COUNTY OF SANTA BARBARA  
AND THE SANTA BARBARA BOTANIC GARDEN  
FOR THE SHALAWA/HAMMOND'S MEADOW RESTORATION PROJECT**

This Contract is made by and between the Santa Barbara Botanic Garden, a non-profit, charitable corporation registered under Section 501(c)3 of the U.S. Internal Revenue Code (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), wherein COUNTY agrees to grant certain funds to GRANTEE for the purposes and on the conditions specified herein.

**RECITALS**

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

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

WHEREAS, the County Board of Supervisors conducted a public hearing for FUND's 2022-2023 cycle and found the GRANTEE's proposal fulfills the intent and purpose of FUND by enhancing environmentally-sensitive coastal resources, recreation, and coastal tourism.

**TERMS AND CONDITIONS**

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

(1) Obligations to be Performed Under this Contract. Within the Time of Performance specified in paragraph 3, GRANTEE shall perform all of the obligations described in this Contract and set forth in the project description, which is attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as "PROJECT").

To the extent that environmental review, permits, and other approvals from local, state, or federal governments are necessary to effectuate the Contract made herein, GRANTEE shall be responsible for obtaining such review, permits, and approvals, including costs incurred. The parties acknowledge that no commitment with regard to PROJECT approval can be or is hereby given in advance.

(2) Grant Funding. COUNTY shall award to GRANTEE an amount not to exceed twenty-five thousand dollars (\$25,000) from FUND (Fund #0063, Dept. #053, Program #5090, Account #7863, Project #2302) no later than thirty (30) days after execution of this Contract, to complete PROJECT.

(3) Time of Performance. PROJECT shall be completed on or before December 31,

2026. However, COUNTY's Director of Planning & Development Department (hereinafter referred to as "DIRECTOR") may extend the time of performance by up to one year for good cause.

(4) Other Funds. GRANTEE shall provide the COUNTY with proof of other funds received as described in Exhibit A, as a condition of receiving this grant from the COUNTY. Failure to provide such funds shall, at the discretion of the DIRECTOR, be grounds for termination of this Contract. Upon such termination, GRANTEE shall within 14 days of termination return any grant funds received from the COUNTY under this Contract.

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

(6) Project Cost Increases. If, for any reason, PROJECT costs exceed or are expected to exceed those represented by GRANTEE for receipt of this grant, and such increases cannot be covered by GRANTEE from its own or matching funds, the GRANTEE shall notify the COUNTY within 10 days of discovering the potential cost exceedance. If the GRANTEE cannot secure the necessary resources within 30 days of notifying the COUNTY, at the end of those 30 days, the GRANTEE shall return to the COUNTY all unspent monies of this grant (including monies encumbered by contracts). COUNTY shall hold the grant until the GRANTEE secures all necessary resources to complete the PROJECT. Failure to secure said resources prior to the PROJECT completion date in Article 3 of this Contract shall result in forfeiture of grant by GRANTEE.

(7) Project Cost Savings. GRANTEE shall return any unspent funds granted under this Contract to the COUNTY within 60 days of completing PROJECT construction, and the COUNTY shall return any unspent funds to the FUND for reallocation by the COUNTY in future funding cycle(s). If, for any reason, the GRANTEE finds it cannot complete the PROJECT, the GRANTEE shall report that finding to the COUNTY immediately, and return any unspent funds granted under this Contract (including monies encumbered by subsequent contracts) to the FUND within 14 days of that finding.

(8) Acknowledgement. GRANTEE shall publicly identify on any PROJECT's social media, press releases, and/or website that PROJECT was "...financed by Santa Barbara County's Coastal Resources Mitigation Fund, a partial mitigation of impacts from the following offshore oil and gas projects: Point Arguello, Point Pedernales, and Santa Ynez Unit."

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

(10) Independent Contractor. It is mutually understood and agreed that GRANTEE

(including any and all of its officers, agents, and employees), is an independent contractor as to COUNTY and is not an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which GRANTEE shall perform in accordance with this Agreement. However, COUNTY shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions hereof. GRANTEE understands and acknowledges that it shall 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. GRANTEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, GRANTEE shall be solely responsible and save COUNTY harmless from all matters relating to payment of GRANTEE's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, GRANTEE may be providing services to others unrelated to the COUNTY or to this Agreement.

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

(12) Final Report. Within 45 days of completion of PROJECT, the GRANTEE agrees to provide the COUNTY a final PROJECT report, which shall include:

- (a) a description of the PROJECT's performance criteria, budget, and schedule as outlined in Exhibit A, including any changes.
- (b) An analysis of the project to the performance criteria as outlined in Exhibit A.
- (c) An itemized list and support documentation of all expenses incurred to complete the PROJECT.
- (d) supporting photos or other documentation requested by the COUNTY.

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

(14) Termination.

The Director of Planning & Development Department or designee has authority to terminate the contract for the reasons outlined below, subject to the Board's ability to rescind this

delegated authority at any time.

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

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

(c) Upon termination of this Contract pursuant to this section, GRANTEE shall within 14 days return any unspent grant funds received from the COUNTY under this Contract, and provide the COUNTY an itemized list and supporting documentation of all expenses incurred on the PROJECT.

(15) 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.

(16) No Waiver of Default. 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 Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

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

(18) Non-Assignment. GRANTEE shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

(19) California Law to Apply. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in southern California, if in federal court.

(20) Records, Audits, and Review. GRANTEE shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of

GRANTEE's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during GRANTEE's regular business hours or upon reasonable notice. In addition, GRANTEE 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 Agreement (Cal. Govt. Code Section 8546.7). GRANTEE shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, GRANTEE shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, GRANTEE shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

(21) Nondiscrimination Clause. COUNTY hereby notifies GRANTEE that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and GRANTEE agrees to comply with said ordinance.

(22) Taxes. GRANTEE shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on GRANTEE's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, GRANTEE agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. The GRANTEE's Federal Tax Identification Number is 95-1644628.

(23) Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

(24) 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(25) Compliance with Law. GRANTEE shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of GRANTEE in any action or proceeding against GRANTEE, whether COUNTY is a party thereto or not, that GRANTEE has violated any such ordinance or statute, shall be conclusive of that fact as between GRANTEE and COUNTY.

(26) Execution of Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

(27) Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, GRANTEE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which GRANTEE is obligated, which breach would have a material effect hereon.

(28) Survival. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

(29) Point of Contact. The designated contacts for this Contract are:

- (a) COUNTY  
Katie Nall, 805-884-8050  
P&D, Energy, Minerals, & Compliance Division  
123 Anapamu Street  
Santa Barbara, California 93101  
Email: [nallk@countyofsb.org](mailto:nallk@countyofsb.org)
- (b) Steve Windhager, Executive Director  
Santa Barbara Botanic Garden  
1212 Mission Canyon Road  
Santa Barbara, CA 93105  
E: [swindhager@sbbotanicgarden.org](mailto:swindhager@sbbotanicgarden.org)  
P: (805) 682-4726 x123

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

(30) Ownership of Documents and Intellectual Property. COUNTY shall be the owner

of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. GRANTEE shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not 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 any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder 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. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

*[This area intentionally left blank. Signatures on following page.]*

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Laura Capps, Chair  
Second District  
Board of Supervisors

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

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

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


**RECOMMENDED FOR APPROVAL:**

Lisa Plowman,  
Director, Planning & Development

**COASTAL RESOURCE MITIGATION  
FUND GRANTEE**

Santa Barbara Botanic Garden

By:  \_\_\_\_\_  
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Department Head

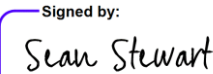
By:  \_\_\_\_\_  
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Steve Windhager, Executive Director

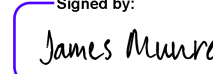
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**


Betsy Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
C04194079021431...  
Deputy County Counsel

By:  \_\_\_\_\_  
02BA147EF6A84DE...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
05F555F00269466...  
Risk Management



## Exhibit A

### PROJECT DESCRIPTION, BUDGET, AND SCHEDULE

#### **Project Description.**

GRANTEE shall complete the following:

The project will support habitat restoration of the Hammond's Meadow coastal open space, a 3.82-acre site in Santa Barbara County overlooking Hammond's Beach in Montecito, California. The project will restore native species habitat, which will encourage healthy biodiversity, protect the archeological site while providing for continued Chumash activities and provide a long-term solution to weed, fire, visual, and erosion issues. Hammonds Meadow includes a meadow plus a coastal bluff ranging from 4 feet to 14 feet in height adjacent to the public beach. Public use of the area will continue during restoration and monitoring activities. Restoration of the site was completed by the GRANTEE in October 2024 and consisted of site capping, planting, and irrigation activities. The project is currently in the three-year maintenance and monitoring phase. Restoration, maintenance, and monitoring phases are described below:

#### *Restoration - Site Capping*

The restoration site was capped with a geotextile layer, gopher barrier, and 8 to 10 inches of soil brought in from an off-site location. The cap covers approximately two acres. The capping complies with a Construction Traffic and Parking plan developed by Associated Traffic Engineers, and a site assessment of the bridge accessing the area. Capping of the site followed a dust control plan to keep dust to a minimum with a goal of retaining dust on the site. Site capping activities were completed in May of 2024.

#### *Restoration - Planting*

Restoration site habitat will be restored to native grassland and coastal sage scrub native to the Santa Barbara coast. The site was seeded with 11 native grasses and 15 native herbaceous species that can tolerate annual mowing. Seeds were obtained from a local native plant vendor. Container plants were also planted in areas where weed outbreaks occurred, and/or where seed failed to establish. These areas were sheet mulched and then planted. Approximately 1,700 container plants were planted covering a total of 5,200 square feet (or 5.7% of the total restoration site). Planting activities were completed in the fall of 2024.

#### *Restoration - Irrigation*

A temporarily irrigation system was installed site-wide, and will be used during the first two to three years of restoration implementation and monitoring. After successful plant establishment, the irrigation components will be removed. Irrigation installation was completed in October of 2024.

#### *Restoration Performance Criteria*

80% of native plants from seed and container plantings will be established and thriving and will no longer require regular irrigation. Weed growth will be controlled to under 10% of the site, on-site gopher population will be minimized, and archeological artifacts will remain protected.

*Maintenance and Monitoring*

Restoration maintenance will consist of annual mowing and/or string trimming and weed control at the restoration site. Irrigation will continue for two to three years following planting and irrigation activities. Annual surveys will be completed for three years, and reports will be provided to the County during the semi-annual reports to evaluate the above performance criteria.

**Project Budget**

<b>Item/Task</b>	<b>Total Project Costs</b>	<b>County of Santa Barbara CRMF Allocation Fund Amount</b>
Design & Permitting	\$33,990	-
Capping & Security	\$365,517	-
Irrigation	\$35,000	-
Seeding	\$11,840	-
Planting	\$22,540	-
Maintenance	\$74,139	\$25,000
Project Management	\$178,702	-
Contingency (10%)	\$43,490	-
<b>Total costs</b>	<b>\$765,218</b>	<b>\$25,000</b>

*Confirmation of Funds*

Since 2020, the Santa Barbara Botanic Garden has raised \$724,379 for the project, which includes the \$25,000 CRMF grant. Of the \$40,839 remaining to be raised to reach the total project cost of \$765,218, approximately \$40,000 will be covered by an endowment managed by the Santa Barbara Foundation. The remaining amount of \$839 will be raised from individual donors.

**Schedule**

<b>Task Description</b>	<b>Completion Date</b>
Conduct annual mowing/string trimming and weed control	2024 - 2026
Continue irrigation	2024 - 2026
Annual monitoring surveys and reports to the County of Santa Barbara	2024 - 2026

## **Exhibit B**

### **COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE**

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers, agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expense of such hearing, including reasonable attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of contractor and no

disclosure, oral or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

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

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative action officer. At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expense related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara (Ord.

No. 2946, § 1).