

Grant Summary

This Grant Agreement ("Agreement") is entered into on November 24, 2008 by and between **COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES** (the "Grantee"), and the **ORFALEA FUND** (the "Grantor").

AMOUNT: \$73,200

DURATION: 12 months, beginning 12/1/2008

PURPOSE: The SPECIAL NEEDS REGISTRY WEBSITE RESEARCH AND RECOMMENDATIONS which includes the hiring of a consultant to address the legal and social issues as well as logistics for developing a special needs database.

EXPENDITURE OF GRANT: The grant amount of \$73,200 is to be allocated to hire a consultant for eight (8) months (and to cover administrative costs) to perform research and make recommendations on the establishment of a Special Needs Registry. Registry data will be used to contact and assist persons during an emergency who need specialized assistance.

REPORTING SCHEDULE:

Scheduled Date	Type	Notes	Done Date
1/1/2009	Grant Agreement Returned		
6/1/2009	Interim Progress Report		
12/1/2009	Annual Evaluation Report		

Grant Agreement

WHEREAS, Grantee is a political subdivision of the State of California described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 53.4945-5(a)(4);

WHEREAS, Grantee is seeking funds for the programs and/or services ("Programs") described in the original proposal and refined in the purpose described above (the "Purpose of Grant"); and

WHEREAS, the Grantor is willing to provide funds to Grantee for the Programs subject to the terms and conditions herein.

NOW, THEREFORE, the Grantee and Grantor agree as follows:

Public Acknowledgement: Grantees must obtain prior authorization from the Orfalea Foundations for any public acknowledgement of this grant. Public acknowledgement includes, but is not limited to, the use of the Orfalea Foundations' name, any director's or Orfalea family members' individual names or personal likenesses, logo, or letterhead for any event programs, newsletters, press releases, media interviews, fundraising materials, signage, web sites and

communications with the grantee. The Orfalea Foundations allows grantee to list our name as a donor when completing grant applications in order to encourage matching donations. In its discretion, the Orfalea Foundations may describe its support of the Programs in Grantor's own printed or oral announcements and website. Grantee may recognize other sponsors of the Programs in proportion to their relative contributions to the sponsorship of the Programs. Board Members and administrative staff of Grantee should be informed of this public acknowledgement clause. For legal and financial purposes, the specific foundation identified in the Grant Summary above should be named, rather than the collective term of Orfalea Foundations.

Expenditure of Funds: Under the applicable laws of the United States, all Grant Funds must be expended for public purposes that are charitable, educational, scientific or religious. This grant is made only for the purposes stated in this Agreement, and the Grant Funds as well as any interest earned thereon may not be expended for any other purpose without Grantor's prior written approval. Any Grant Funds and earnings thereon not expended or committed for the purposes set forth in this Agreement will be returned to Grantor within thirty (30) days following the grant's termination date. The Grant Funds and earnings thereon may not be used for any of the following purposes: to attempt to influence legislation or the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive; or to undertake any activities not for a charitable or educational purpose. Expenditures of Grant Funds and earnings thereon must be only for line items specified in the approved grant budget. Advance written approval by Grantor must be received by Grantee for disbursements deviating from the line items of the approved budget. Any earnings on Grant Funds must be applied to the project purposes and must be reported to Grantor at the same time as the Evaluation Reports.

Evaluation Report: Grantee shall submit to Grantor an Interim Progress Report and Annual Evaluation Report describing the use of the Grant Funds as outlined in the Reporting Schedule. Instructions for completing and submitting these reports are located on the "Grantee Reporting" section of the Grantor's website located at: <http://www.orfaleafoundations.org/grantee-reporting.html>. If Grantee does not submit the required reports, Grantee will not receive any payments of Grant Funds payable after such report is due and shall be disqualified from future funding requests.

Recordkeeping: Although the Grant Funds need not be physically segregated, such funds shall be shown separately on Grantee's books and records for ease of reference and verification. Records of receipts and expenditures under this Agreement, as well as copies of reports submitted to Grantor, should be kept for at least four years following completion of the Programs. Grantee's financial books and records are to be made available for the Grantor's inspection at reasonable times. Grantee's financial statement should be attested by the responsible financial officer of Grantee or a certified public accountant.

Status as an Eligible Grantee: Grantee represents and warrants that it is described in Section 170(c)(1) of the Code and Treasury Regulation Section 53.4945-5(a)(4). Grantee has provided the Grantor with a copy of an IRS Determination Letter evidencing its status as an organization. Grantee will notify the Grantor immediately of any change in tax exempt status, including any substantial or material change in sources of support for any taxable year in which Grantee receives any portion of the Grant Funds. If Grantee for any reasons ceases to be

described in Section 170(c)(1) of the Code and Treasury Regulation Section 53.4945-5(a)(4), Grantee shall return to Grantor all Grant Funds then in Grantee's possession. Grantee is not an agent, representative, consultant or contractor of the Grantor and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

Waiver: The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

Severability: If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

Attorneys' Fees: If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms of this Agreement, the losing or defaulting party, whether by out-of-court settlement or final judgment, shall pay to the prevailing party the actual costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including actual attorneys' fees and costs.

Indemnification: With respect to its operations under this grant, the Grantee shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the Grantor, its officers, directors, employees, agents, and representatives, from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of the approval, oversight, management, or operation of Grantee, including injury to any persons or organizations, including death or damage to any property caused by, connected with or attributable to the willful misconduct, negligent acts, errors or omissions of Grantee or its officers, employees, agents, and consultants under this award. Grantee and the Grantor agree to submit any dispute regarding the subject matter of this clause to non-binding mediation. Any agreement reached in mediation may cancel this clause in whole or in part.

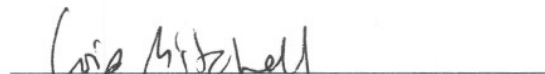
IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement on the date first written above.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

THE ORFALEA FUND



By: Mrs. Molly Marino
Its: Operations Division Chief



By: Lois Mitchell
Its: President

234 Camino del Remedio
Santa Barbara, CA 93110

1283 Coast Village Circle
Santa Barbara, CA 93108

Budget Revision Request

BJE 2007629

Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE

Related Journal Entry #

Subject / Title: Provide a *short description* for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

Department of Social Services: Establish budget for Orfalea Foundations Special Needs Registry Grant

Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. **When moving Appropriation:** explain why it's available. **When Revenue is adjusted:** explain the reason for the increase or decrease. **For adjustments to General Fund Contingency:** explain why no other alternative funding source is available.

This Budget Revision increases the DSS appropriation by \$73,200 via a grant from the Orfalea Foundations.

The grant amount of \$73,200 is to be allocated to hire a consultant for eight months (and to cover administrative costs) to perform research and make recommendations on the establishment of a Special Needs Registry. Registry data will be used to contact and assist persons during an emergency who need specialized assistance.

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund 044 / 0055	Department / Fund /	Department / Fund /	Department / Fund /
Salaries & Benefits	00	00	00	00
Services & Supplies	73,200 00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	73,200 00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	- 00	- 00	00	00

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head _____ Date <u>1/22/09</u>	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller _____	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer _____	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date _____ Agenda Item _____ Clerk of the Board of Supervisors _____

