

ATTACHMENT B: EXECUTED CONTRACT

REGRANTING AGREEMENT

BETWEEN

THE COUNTY OF SANTA BARBARA

and

THE FUND FOR SANTA BARBARA

THIS REGRANTING AGREEMENT (herein called the "Agreement") for the Santa Barbara County Racial Equity Fund Grant Program is made and entered into by and between the COUNTY of Santa Barbara {herein called the "COUNTY"}, and The Fund for Santa Barbara (herein called the "CONTRACTOR"), a California nonprofit organization, 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 \$267,300 for organizations to advance racial equity and justice (hereby referred to as PROJECT) as delineated in Exhibit A to this Agreement ("Scope of Service"); and

WHEREAS, the CONTRACTOR is a California nonprofit organization and represents that it has the experience, expertise, infrastructure and all licenses and permits necessary to perform the services required under this Agreement; and

WHEREAS, The CONTRACTOR has a 42-year history of providing equity-based grant funding that supports organizations in Santa Barbara County working for progressive social change, and

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

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 is currently leading the region's first regional equity study in collaboration with USC's Equity Research Institute and the UCSB 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 understanding 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:

CONTRACT PERIOD

Start Date: 01/11/2022

Termination Date: No later than 6/30/25

CONTRACTOR shall commence performance upon approval and execution by all parties and end performance upon completion, but no later than June 30, 2025, subject to annual budget appropriations, unless otherwise directed by COUNTY or unless earlier terminated.

DESIGNATED REPRESENTATIVE

George Chapjian (gchapjian@co.santa-barbara.ca.us) is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Marcos Vargas (mvargas@fundforsantabarbara.org) and Patricia Solorio (psolorio@fundforsantabarbara.org) are the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

LIMITATIONS

Total expenditure and payment from COUNTY to CONTRACTOR for the contract period shall not exceed \$267,300, inclusive of an administrative fee of \$37,120. Any increase or decrease in this amount may only be authorized upon written approval from COUNTY. Grant funds may only be used for items outlined in Exhibit A: Scope of Service, a copy of which is attached.

PROGRAM REPORTING AND PAYMENTS

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid in three (3) payments for performance under this Agreement as outlined in Exhibit B: Budget and Timeline.

COUNTY reserves the right to request receipts or documentation of expenses. Since the disbursement is over \$25,000 in public funds, COUNTY will retain constructive possession of records and CONTRACTOR understands and agrees to be subject to state audit. Any grant award funding not expended by CONTRACTOR during the contract period will be returned to COUNTY.

DESIGNATION OF CREDIT AND RECOGNITION OF FUNDING SUPPORT

It is a requirement of this contract that CONTRACTOR recognize the COUNTY as the funding source in all materials pertaining to 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 Fund." Relevant electronic and printed marketing materials may include but are not limited to: CONTRACTOR webpage listing grant, electronic newsletter, promotional literature, and ads.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2018 03 23) attached.

CONTRACTOR must comply with all of the Standard Terms and Conditions attached to document and Insurance Requirements outlined in Exhibit X, including General Liability. CONTRACTOR must provide a separate endorsement naming COUNTY as an additional insured under CONTRACTOR's policy. Auto Insurance requirements have been waived.

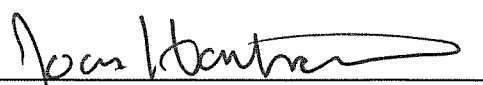
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement by the respective authorized officers as set forth below to be effective on the date set forth in Section II TERM of this Agreement.

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

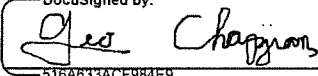
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Joan Hartmann
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL

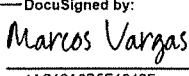
COMMUNITY SERVICES DEPARTMENT

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By: 
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George Chapjian
Director, Community Services Department

CONTRACTOR:

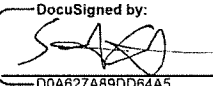
THE FUND FOR SANTA BARBARA

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By: 
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Marcos Vargas
Executive Director, The Fund for Santa Barbara

APPROVED AS TO FORM:

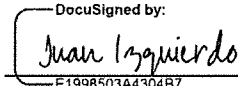
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

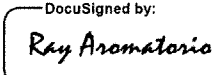
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
E1998503A4304B7...

Deputy Auditor-Controller

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By: 
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Risk Manager



**STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS**

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") by its Purchasing Division ("Purchasing"), and the individual or entity identified on the Contract form to which this document is attached ("CONTRACTOR"), including CONTRACTOR's agents, employees or sub-contractors. **CONTRACTOR's signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR will perform all of CONTRACTOR's 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 official sanction.
3. **BILLING & PAYMENT.** CONTRACTOR must submit CONTRACTOR invoice(s), which must include the contract number COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation 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 interest and penalty assessed, if any. These 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 will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless 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 will 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 employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.
6. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.
 - A. No materials, inventions or data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
 - B. COUNTY will 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 reports, data, documents or other materials prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract 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 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.
 - C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract.
7. **COUNTY PROPERTY.** COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and/or required by this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
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. If federal, state or COUNTY audit exceptions are made relating to this CONTRACT, CONTRACTOR 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, CONTRACTOR shall reimburse the amount of audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.
9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.
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 that 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.** CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
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 nonappropriation 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 the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its 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 Nonappropriation 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.
 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 by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, 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 data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, 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 to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. 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 service. 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 both the Designee and to Purchasing at the addresses appearing on the Contract form. *From COUNTY:* Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract, including its attachments, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) 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.
16. **COMPLIANCE WITH LAW.** CONTRACTOR 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 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.
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. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.
19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a 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 concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.
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 Agreement 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.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. 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 all formal requirements necessary to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR: The Fund for Santa Barbara
PROGRAM NAME: Santa Barbara County Racial Equity Fund Grant Program
AGREEMENT AMOUNT: \$267,300

INTRODUCTION

This Scope of Services is attached to and incorporated into the CONTRACTOR Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and The Fund for Santa Barbara (CONTRACTOR). The purpose of this Scope of Services is to further describe the program requirements 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 A: Scope of Services
- Exhibit B: Budget and Timeline
- Exhibit C: Grant Guidelines
- Exhibit D: Grant Application
- Exhibit E: Sample Contract

B. Communities Served

CONTRACTOR will administer The Santa Barbara County Racial Equity Funds Grant Program as authorized by 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. Report and Presentation to the Board of Supervisors for Approval of Grant Recommendations, which will include the following:

- i. Number of organizations that applied for funding, recommended for funding, and not recommended for funding
- ii. 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)
- iii. Relevant numeric accounting of progress toward goals
- iv. Update on the Regional Equity Study

B. Final Report to include:

- vi. Review of the grantmaking process and outreach efforts

- vii. Overview of the grant projects and impact on their communities
- viii. Outcomes as identified during the development phase

EXHIBIT B
Budget and Timeline

COUNTY will pay CONTRACTOR for its performance in three (3) installments upon the complete of each task.

	<i>Detailed Task Description</i>	<i>Cost</i>
Task 1	Request for proposals (RFP) Announced and Grant Application Review Process	\$16,704
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	\$246,884
Task 2.1	GMC Retreat	
Task 2.2	GMC Reviews Applications	
Task 2.3	First Screening Meeting	
Task 2.4	GMC 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	GMC reviews site visit reports	
Task 2.8	Final Screening Meeting	
Task 2.9	Executive Committee receives funding recommendations	
Task 2.10	GMC Co-Chairs present funding recommendations to board for consideration and vote	
Task 2.11	The Fund for Santa Barbara presents interim report and 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	\$3,712
Task 3.1	Grant reports from grantees due to the Fund for Santa Barbara	
Task 3.2	Final report to COUNTY	



Exhibit C:

RACIAL EQUITY FUND GRANT POLICY & PROCEDURES

1. ABOUT/OVERVIEW

- 1.1. Name: Racial Equity Fund of Santa Barbara County
- 1.2. History: The Racial Equity Fund of Santa Barbara County (REFSBC) is an initiative that came directly from grassroots organizing by Black Female 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. 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, minority led organizations in Santa Barbara County.

2. MISSION

- 2.1. 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 and policy for systemic change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County.

3. OBJECTIVES

- 3.1. This fund aims to provide organizational capacity assistance to:
 - 3.1.1. Strengthen the ecosystem of diverse, anti-racism organizations in the community that share a common goal to address cultural and systemic effects of racism.
 - 3.1.2. Increase active participation of historically marginalized communities to influence civic matters that impact our community-at-large.
 - 3.1.3. Develop the pipeline to uplift historically marginalized minority leaders to positions of decision-making and influence.
 - 3.1.4. Increase and sustain investment to strengthen organizations led by historically marginalized minority leaders who have lacked access to capital.



PO Box 90710, Santa Barbara, CA 93190 | P: (805) 962-9164
120 East Jones Street, Suite 110, Santa Maria, CA 93454 | P: (805) 922-1707
www.fundforsantabarbara.org
grants@fundforsantabarbara.org

- 3.1.5. Addressing and working to change systemic negative narratives about the legacy of slavery in the community
- 3.1.6. Establish and advance organizational capacity in organizations led by historically marginalized minority leaders in the following areas:
 - 3.1.6.1. Leadership development
 - 3.1.6.2. Advocacy, policy change, legal analysis, and research
 - 3.1.6.3. Strategic communications
 - 3.1.6.4. Alliance and coalition building
 - 3.1.6.5. Organizational development
 - 3.1.6.6. Community engagement and organizing
 - 3.1.6.7. Innovation and continuous learning
 - 3.1.6.8. Develop organizational and programmatic objectives, conduct evaluation, and assess outcomes.

4. ELIGIBILITY

- 4.1. Applicant Qualifications
 - 4.1.1. Must be a historically oppressed, marginalized and underrepresented-led group
 - 4.1.2. Must support community members directly harmed by the racist policies and marginalized by systemic racism.
 - 4.1.3. Must include as a core mission the goal of addressing systemic racism
 - 4.1.4. Projects must take place in the County of Santa Barbara
 - 4.1.5. Have a Tax ID Number, Employer Identification Number (EIN), or a fiscal sponsor
 - 4.1.6. Have an organizational bank account (or a fiscal sponsor)
- 4.2. What we do not Fund
 - 4.2.1. Political campaigns that support a candidate or a political party;
 - 4.2.2. Private (vs. public) interests;
 - 4.2.3. Direct labor organizing;
 - 4.2.4. Direct support to individuals;
 - 4.2.5. Building improvements;
 - 4.2.6. Capital ventures, i.e. office equipment, machines, or vehicles;
 - 4.2.7. Projects located outside of Santa Barbara County

5. PROCEDURE

- 5.1. Cycle Timeline
 - 5.1.1. Grant Cycle to be determined by a Grant Making Subcommittee
- 5.2. Guidelines & Priorities



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5.2.1. The FUND's standing guidelines and priorities will be used to inform decision making

5.3. Application

5.3.1. Application will be accepted through our online grants portal

5.4. Review Process

5.4.1. Applications shall be reviewed by a Grant Making Subcommittee (Review Committee) consisting of Grant Making Committee Members and an advising community member. Decisions shall be made as stipulated in the cycle timeline. The Review Committee will make funding recommendations and forward their recommendations to The FUND's Board of Directors for approval. After this internal Board approval, the recommendations will be forwarded to the Santa Barbara County Board of Supervisors for final approval.

5.5. Grant Duration

5.5.1. Up to \$100,000 for up to three years

6. GRANT REPORTING

6.1. A final report Report will be due at the end of each year funded or upon depletion of funding, whichever comes first.

7. FINANCIAL PARAMETERS

7.1. The FUND may award grants totaling up to \$100,000 for up to 3 years. The 2021 budget is \$230,000.



Exhibit D: 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 social 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.

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. office equipment, machines, or vehicles;



Exhibit E: Racial Equity Fund of Santa Barbara County 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 Santa Barbara County

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 Santa Barbara County (REFSBC) is an initiative that came directly from grassroots organizing by Black Female 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. 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, minority led organizations in Santa Barbara County.

Applications available at fundforsantabarbara.org/grantee-portal

Applications Due: TBD

Applications must be submitted by 11:59 pm NO EXCEPTIONS

Affirmative Action considerations are among the criteria used in all funding decisions.

FUNDING STRATEGY

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.
-

ELIGIBILITY CRITERIA

1. Must be a historically marginalized minority led organization in Santa Barbara County
 - a. i.e. Directly harmed by the racist policies and marginalized by systemic racism
2. Must include as a core mission the goal of addressing systemic racism
3. Must support community members directly harmed by the racist policies and marginalized by systemic racism in Santa Barbara County
4. Have a Tax ID Number, Employer Identification Number (EIN), or a fiscal sponsor
5. Have an organizational bank account (or a fiscal sponsor)



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 social 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.

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. office equipment, machines, or vehicles;

RACIAL EQUITY FUND CYCLE SCHEDULE

When	What	Where
	Request for proposals (RFP) Opens	
TBD	Grant Application Workshop	Zoom
11:59 pm	Application Deadline Day	
	Staff Cull	
2 weeks	GMC Review Starts	
	GMC Review Ends	
Saturday	Screening Meeting	
	Fund for Santa Barbara Board of Directors approve funding recommendations	
	Funding recommendations presented to Santa Barbara County Board of Supervisors for approval	
	Grantees Announced	

Applications will be accepted during the RFP window.

1. The maximum grant request is \$100,000 for up to three years
2. All proposals will be initially screened by the FUND to determine completeness and eligibility.
3. Incomplete applications or ineligible applicants will not be considered. FUND staff may contact applicants to request additional information as needed.
4. The Grant Making Committee Co-Chairs will present funding recommendations to THE FUND FOR SANTA BARBARA Board of Directors for approval. Final approval shall be made by the Santa Barbara County Board of Supervisors no later than December 2021.



APPLY

How to apply

1. Read the Guidelines, Priorities and Eligibility criteria.
 2. After determining eligibility visit fundforsantabarbara.org/apply and follow the instructions to be taken to the application portal.
 3. If you have any questions contact us at (805) 962-9164 or email grants@fundforsantabarbara.org.
 4. Applications will be accepted until the deadlines and are subject to an initial screening by staff.
-

Instructions & Checklist

Thank you for taking the time to apply to THE FUND FOR SANTA BARBARA. Please use this checklist to ensure you submit a complete application. If you have any questions, please contact The FUND office.

- Read the grant **Guidelines and Priorities** to confirm that the BCF is a good match for your project.
- Attend a **free Grant Application Workshop**. These workshops are strongly recommended and are open to anyone who wants to learn more about The FUND FOR SANTA BARBARA and our application process. To sign up for a workshop you may call us or RSVP at www.fundforsantabarbara.org.
- **Optional Proposal Review**: Submit a one-page project description, along with a budget and a list of key participants to FUND staff for review. Staff will provide feedback that may be valuable to you in drafting your proposal. This must be submitted by Friday, October 20, 2021 via email at grants@fundforsantabarbara.org.
- Complete the application via the application portal.

Required information and documentation you will need to complete your application:

- Request and submit an authorized Board Member's acknowledgement and endorsement of the grant application. This is located at the end of the application and can be completed at any time prior to submission.
 - If your group does not have 501(c)(3)/501(c)(4) status and are applying as an unincorporated group, select a lead from the Governing Body to be the authorized representative.
- Your organization's bank account name and financial institution.
 - Provide your fiscal sponsor's financial institution information if applying with one.

- Note: Grant checks cannot be made out to individuals. Grant checks must be made out to an organized group with a bank account.
- Complete the Income and Expense Tables
- A one paragraph summary (175 words max) that addresses the following in the third person paragraph form:
 1. Start date of project
 2. Mission of organization
 3. What your proposal seeks to accomplish
 4. What funding would specifically pay for

Additional Requirements for 501(c)(3) or 501(c)(4) organizations

- A list of all key participants involved with your project (include role, title, key responsibilities and demographic makeup)
- A list of the Board of Directors/Governing Body of your organization
- A copy of the organization's 501(c)(3)/501(c)(4) IRS determination letter
- A copy of your State of California Franchise Tax Board determination letter

Additional Requirements for organizations applying with a fiscal sponsor

- A list of all key participants involved with your project (include role, title, key responsibilities and demographic makeup)
- A list of the Board of Directors/Governing Body of your organization

Gather the following information from your fiscal Sponsor

- A Tax ID Number
- List of the Board of Directors of the organization that is acting as fiscal sponsor
- A copy of the organization's 501(c)(3)/501(c)(4) IRS determination letter
- A copy of your State of California Franchise Tax Board determination letter

Additional Requirements for groups applying with Unincorporated status

If your organization doesn't have 501(c)(3)/501(c)(4) status or a fiscal sponsor you may apply as Unincorporated, and must include the following information

- A list of all key participants involved with your project (include role, title, key responsibilities and demographic makeup)
- A list of the Board of Directors/Governing Body of your organization
- An Employer Identification Number (EIN)
 - You can apply for an EIN online at:
<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>
- A brief paragraph of how your group operates with a charitable purpose



Racial Equity Fund of Santa Barbara County 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): \$ _____

Length of Grant Request (12-months, etc.) _____

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?

Yes No

If yes, what Financial Institution?

Contact Information

First Name	Last Name	Title
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Email	Phone #
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Website

Please make yourself available from 9:00 am - 2:00 pm should the Grant Making Committee need to contact you with questions about the grant request during deliberation

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
--	-------

Email of Representative

Do not sign

Do not sign

Signature of Representative

Date

Name of Lead Staff or 2 nd Representative	Phone
--	-------

Email of Representative

Do not sign

Do not sign

Signature of Representative

Date



Application Narrative

1. Organizational History and Mission (250 words)
2. Keeping in mind the Racial Equity Fund’s priorities as stated in the Guidelines, how is your organization addressing systemic racism? (250 words)
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: Year 1

Income and Expense Summary for Proposed Project Only

Income		
Source of Funds	Amount	Received, Pending or Denied?
Fund for Santa Barbara	\$	Pending
*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	Total Expense Amount	Amount Requested From The FUND FOR SANTA BARBARA	Notes / Explanation
*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:



Financial Information: Year 2

Income and Expense Summary for Proposed Project Only

Income		
Source of Funds	Amount	Received, Pending or Denied?
Fund for Santa Barbara	\$	Pending
*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	Total Expense Amount	Amount Requested From The FUND FOR SANTA BARBARA	Notes / Explanation
*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:

Financial Information: Year 3

Income and Expense Summary for Proposed Project Only

Income		
Source of Funds	Amount	Received, Pending or Denied?
<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	Total Expense Amount	Amount Requested From The FUND FOR SANTA BARBARA	Notes / Explanation
*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 F:
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: _____

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Grantor: FUND FOR SANTA BARBARA

Marcos Vargas, Executive Director	Date
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EXHIBIT X

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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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 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.