

# **ELECTRIC VEHICLE CHARGING STATION INFRASTRUCTURE PROGRAM**

## **GRANT AGREEMENT**

**between**

**The Santa Barbara County Air Pollution Control District**

**and**

**Nonprofit/Private Entity - [GRANTEE'S NAME][EVCS-]**

This Grant Agreement, is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and \_\_\_\_\_, hereinafter referred to as "GRANTEE".

### **RECITALS**

WHEREAS, the DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing the Clean Air Plan to achieve and maintain state and federal air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

WHEREAS, Santa Barbara County does not meet state health-based air quality standards for ozone and particulate matter ("PM<sub>10</sub>"); and

WHEREAS, oxides of nitrogen and reactive organic gases are precursors to the formation of ozone, and the internal combustion engines used in motor vehicles is one of the main sources of these air pollutants in Santa Barbara County; and

WHEREAS, electric vehicles have no tailpipe emissions and Santa Barbara County is one of the top early adopter markets for electric vehicles in Southern California; and

WHEREAS, the DISTRICT has mitigation funds and wishes to utilize a portion of these funds for an Electric Vehicle Charging Station Infrastructure Program approved by the Board; and

WHEREAS, the DISTRICT is interested in encouraging the purchase and/or installation of electric vehicle charging stations under grant agreements with private entities; and

WHEREAS, the DISTRICT does not require electric vehicle charging station projects to meet cost-effectiveness criteria; and

WHEREAS, GRANTEE is interested in installing and operating an electric vehicle charging station for the purpose of operating and encouraging the operation of electric vehicles in Santa Barbara County; and

WHEREAS, GRANTEE has submitted a proposal that meets the requirements of the DISTRICT'S Electric Vehicle Charging Station Program and, therefore, becomes eligible to receive funds from the DISTRICT; and

WHEREAS, GRANTEE represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the SCOPE OF WORK attached to this Grant Agreement as Attachment A, and will not purchase nor install this equipment until this Grant Agreement is fully executed; and

WHEREAS, the DISTRICT has reviewed and decided to fund GRANTEE's proposal at an amount determined by the Air Pollution Control Officer; and

WHEREAS, the District Board of Directors has delegated authority to the Air Pollution Control Officer to execute certain grant agreements and this Grant Agreement falls within that delegation authority.

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between the DISTRICT and GRANTEE as follows:

## **GRANT TERMS AND CONDITIONS**

### **1. Obligations to be Performed Under this Grant Agreement.**

Within the time specified in paragraph 2 (Time of Performance), GRANTEE shall perform all of the obligations described in this Grant Agreement and set forth in the SCOPE OF WORK, which is attached hereto as Attachment A and incorporated herein by this reference.

GRANTEE agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

### **2. Time of Performance.**

This Grant Agreement shall commence on the date of signing by the GRANTEE and the DISTRICT (either the Board of Directors or the Control Officer).

GRANTEE shall have completed the tasks described in Attachment A (Scope of Work), on or before \_\_\_\_\_. This time for completion may be extended, in writing, by the Control Officer for good cause. Operation shall commence upon completion of installation and shall continue for three (3) years to the end of the project life.

### **3. Grant Funding.**

DISTRICT hereby agrees to provide funds to GRANTEE in the amount not to exceed \$\_\_\_\_\_ toward the cost of completing the tasks described in Attachment A (Scope of

Work). GRANTEE shall invoice the DISTRICT in accordance with Attachment B (Grant Invoice Payment). GRANTEE shall provide DISTRICT any information necessary to verify the accuracy of the invoice. The DISTRICT will pay GRANTEE within thirty days of receipt of GRANTEE's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

4. Non-Partnership.

This Grant Agreement 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.

5. Status of GRANTEE.

GRANTEE and GRANTEE's subcontractors shall perform all services under this Grant Agreement as independent contractors and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records.

GRANTEE shall keep and provide to DISTRICT or its agents upon request, accurate financial records (including invoices and published price lists on which this Grant Agreement was based) necessary to enable DISTRICT to review GRANTEE's performance of this Grant Agreement. These records shall demonstrate the grant funding has been used for the completion of the tasks described in Attachment A. GRANTEE shall maintain all such records for at least three years after the termination of this Grant Agreement.

7. Grant Reporting.

GRANTEE shall submit report(s) to the DISTRICT in accordance with the schedule and format specified in Attachment C (Grant Narrative Reports Format). Should GRANTEE fail to submit these reports to the DISTRICT, GRANTEE shall make the Electric Vehicle Charging station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement available for on-site monitoring by the DISTRICT for the term of the Grant Agreement. Such onsite monitoring shall not relieve GRANTEE of its obligation to submit all required reports.

8. Audit and Review.

DISTRICT or its agents shall have the right to audit and review the records identified in Paragraph 6 (Records), above, maintained by GRANTEE pursuant to the terms of this Grant Agreement to the extent necessary to verify the grant has been used in accordance with the terms of this Grant Agreement. Any such audit and review will be conducted by DISTRICT or County of Santa Barbara auditors or, at GRANTEE's option and expense, by a mutually acceptable third party accounting firm.

9. Indemnification and Insurance.

GRANTEE shall abide by the standard indemnification and insurance provisions, which are attached hereto as Attachment E (Standard Indemnification and Insurance Provisions) and incorporated herein by this reference.

10. Nondiscrimination Clause.

GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment D (County Of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by this reference.

11. Title to Electric Vehicle Charging Station and Installation Supplies.

Title to, and risk of loss, of any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement shall at all times vest in and with GRANTEE. GRANTEE acknowledges that DISTRICT did not supply, design or manufacture any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement. The Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies are commercially manufactured and sold by a manufacturer determined by GRANTEE. DISTRICT specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the low emissions equipment, any test equipment, or the field tests. In no event shall DISTRICT be liable to GRANTEE or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or demonstration of the low emissions equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

12. Rights to Emission Reductions.

GRANTEE affirmatively certifies to the DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. GRANTEE transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the installation and operation of any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement. GRANTEE shall not use or attempt to use the emission reductions achieved by the project as emission reduction credits. GRANTEE hereby fully and completely relinquishes such rights for the useful life of the project.

13. Termination.

a) DISTRICT. DISTRICT may, in its sole discretion, terminate this Grant Agreement for convenience by giving thirty (30) days prior written notice to GRANTEE. GRANTEE shall not incur any unnecessary expenses or costs which are reimbursable under this Grant

Agreement during this period except those absolutely necessary to close out all activities related to the Grant Agreement. Any other charges incurred by GRANTEE during this period will not be compensated by DISTRICT unless approved in writing by the Control Officer.

The DISTRICT may also terminate this Grant Agreement for cause should GRANTEE default in the performance of this Grant Agreement or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by GRANTEE. The DISTRICT may seek whatever legal, equitable, and other remedies available under State law for the GRANTEE's failure to comply and fully perform under the Grant Agreement.

b) GRANTEE. GRANTEE may terminate its obligation funded under this Grant Agreement for good cause, provided that, if requested by the Control Officer, GRANTEE shall reimburse the DISTRICT for the Grant funding specified in Paragraph 3 (Grant Funding), as follows:

<u>Termination Date</u>	<u>Reimbursement Due to District</u>
Prior to Operation	100 percent of Grant Funding
Year 1 of Operation	100 percent of Grant Funding
Year 2 of Operation	66 percent of Grant Funding
Year 3 of Operation	33 percent of Grant Funding
After year 3 of Operation	0 percent of Grant Funding

The year of the operation shall be determined in reference to Paragraph 2 (Time of Performance). GRANTEE'S notice of termination shall be in writing and shall be effective upon completion of the terms of this paragraph. Such notice shall terminate GRANTEE's obligation under Paragraphs 1 (Obligations to be Performed Under this Grant Agreement) and 2 (Time of Performance) of this Grant Agreement.

#### 14. Conflict of Interest.

GRANTEE understands and acknowledges that the funds awarded under this Grant Agreement may only be awarded to GRANTEE in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code Section 87100 *et seq.* GRANTEE understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows he or she has a financial interest.

For the purposes of this provision, a "public official" is any person employed in the Innovative Technology Program at DISTRICT or any other public official of the DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Grant Agreement.

For the purposes of this provision, "GRANTEE" includes GRANTEE and GRANTEE's subcontractors and employees, business associates and business partners (including all personnel named in GRANTEE'S Proposal) who will receive a financial benefit from this Grant Agreement.

GRANTEE represents and warrants that a “conflict of interest” did not exist during the process that led to the award of this Grant Agreement. A conflict of interest exists if any of the following are true:

- a) GRANTEE is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- b) GRANTEE has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to GRANTEE’s submission of an application to the DISTRICT for this Grant award.
- c) GRANTEE is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) GRANTEE has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred forty dollars (\$440) or more in value provided or promised to a public official within 12 months prior to GRANTEE’s submission of an application to the DISTRICT for this Grant award.

GRANTEE shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Grant Agreement. DISTRICT may, in its sole discretion, decline to award or may terminate the grant to GRANTEE if a conflict of interest existed prior to the full execution of this Grant Agreement. Failure of GRANTEE to comply with this provision shall be a material breach of this Grant Agreement and shall, at DISTRICT’s discretion, result in a total forfeiture of all Grant funds received under this Grant Agreement. GRANTEE shall also be liable to DISTRICT for treble damages of the amount of the Grant and DISTRICT’s reasonable attorney’s fees in any litigation necessary to enforce this provision.

15. Taxes.

GRANTEE shall be responsible for payment of all taxes due as a result of the Grant Agreement. GRANTEE’s Federal Tax Identification Number or Social Security Number shall be on file with DISTRICT prior to payment of grant funds.

16. Project Logos.

At the option of the DISTRICT, GRANTEE shall allow the placement of a DISTRICT logo on project facilities or equipment. The placement design, style and color will be determined mutually by DISTRICT and GRANTEE.

17. Public Education.

GRANTEE, upon request of DISTRICT, will participate in and assist with a one day public education and demonstration concerning the GRANTEE’s project. GRANTEE will

allow reasonable access by DISTRICT and the public to project facilities and equipment during this demonstration.

18. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to DISTRICT 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.

19. Publication.

GRANTEE shall publicize the location of the electric vehicle charging station on GRANTEE's web site, if GRANTEE has one. GRANTEE also consents to the publication of the location of the electric vehicle charging station on public agency and public information websites that disseminate such information.

20. Waivers.

The waiver by either party to this Grant Agreement of any term, covenant, or condition of this Grant Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, ordinance of law.

21. Amendment.

This Grant Agreement may only be amended in writing executed by the DISTRICT Board and GRANTEE or, where authorized by the Board, by the Control Officer and GRANTEE.

22. California Law to Apply.

This Grant Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Grant Agreement are performable in California.

23. Assignment.

This Grant Agreement shall not be assigned by GRANTEE without the prior written consent of the Control Officer. In the event GRANTEE desires to sell, lease, or otherwise transfer any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement, GRANTEE shall promptly notify DISTRICT and shall provide the potential buyer or other transferee with a copy of this Grant Agreement. The buyer or other transferee must agree in writing to abide by the terms of this Grant Agreement prior to GRANTEE closing any such sale, lease or other transfer.

24. Grant Agreement Integrated.

This Grant Agreement represents the entire and integrated Grant Agreement between DISTRICT and GRANTEE and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Grant Agreement which is not contained herein shall be valid or binding.

25. Conflicts Between Grant Agreement and Incorporated Attachments.

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) which are incorporated into this Grant Agreement by reference, conflict with any provision contained in this Grant Agreement, the provision of this Grant Agreement shall take precedence and govern.

26. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Grant Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Grant Agreement shall forthwith be physically amended to make such insertion or correction.

27. Unusual Circumstances.

The parties shall be excused from performing their respective obligations in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

28. Point of Contact.

All notices referenced in this Grant Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

**GRANTEE**

**DISTRICT**  
Santa Barbara County  
Air Pollution Control District  
301 E. Cook Street, Suite L  
Santa Maria, California 93454  
Attn: Jim Fredrickson



29. Equipment Maintenance.

GRANTEE will maintain and operate any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement according to manufacturer's recommendations.

30. Equipment Operating Area.

GRANTEE shall install and operate any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement within Santa Barbara County. GRANTEE may change the location of the Electric Vehicle Charging Station within the County if the new location meets the District's site location requirements and is approved by the Control Officer in writing.

GRANTEE shall ensure that all charging station components are operational and publicly accessible 24 hours per day, every day, with the exception of unforeseen closures due to safety or security concerns or necessary maintenance. Stations may not be located in locations with limited access or availability such as behind a fence or in a gated parking lot closed to the public after hours.

31. On-Site Inspections and Audits.

GRANTEE shall allow the DISTRICT or designee to inspect any Electric Vehicle Charging Station or any Electric Vehicle Charging Station installation supplies funded by this Grant Agreement and associated records during the contract term. GRANTEE shall maintain and retain the project records for at least two years after contract expiration or three years after final project payment, whichever is later.

\\  
\\  
\\  
\\  
\\

This Grant Agreement between Santa Barbara County Air Pollution Control District and \_\_\_\_\_ was executed at Santa Barbara, California on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT,  
STATE OF CALIFORNIA

ATTEST:

CLERK OF THE BOARD

By \_\_\_\_\_  
Air Pollution Control Officer

By \_\_\_\_\_  
Deputy

GRANTEE: \_\_\_\_\_

APPROVED AS TO FORM  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By \_\_\_\_\_  
Name  
[Title]

By \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By \_\_\_\_\_  
Risk Manager

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA, CPFO  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Division Chief  
Advanced/Specialty Accounting

ATTACHMENT A  
SCOPE OF WORK

TO BE PROVIDED BY THE GRANTEE

ATTACHMENT B  
GRANT INVOICE PAYMENT

GRANTEE shall invoice the DISTRICT as follows:

- Not-to-exceed (NTE) total of \$\_\_\_\_\_ upon completion of all the grant obligations, as specified above in Attachment A (Scope of Work).
- Attach a copy of vendors' invoice to GRANTEE with proof of payment for the Electric Vehicle Charging Station (include identification information) and/or itemized breakdown of all labor and materials used for the installation of Electric Vehicle Charging Station(s).
- Attach a copy of the equipment manufacturers proof of warranty.
- GRANTEE is to invoice DISTRICT for the project specified above. Attach the invoice information to a cover letter with GRANTEE's letterhead and include the Grant Agreement number [EVCS-]

ATTACHMENT C  
GRANT NARRATIVE REPORTS FORMAT

GRANTEE shall submit an annual narrative report to the District after the first year of operation of the Electric Vehicle Charging Station. . The purpose of these reports is to provide the DISTRICT with feedback as to GRANTEE's experience with the Electric Vehicle Charging Station Charging Station. The reports shall include the following items:

1. Name, address, and telephone of GRANTEE;
2. Make and model and location of equipment purchased;
3. Usage for the Electric Vehicle Charging Station for the most recent 12 months of operation;
4. Discussion of condition of equipment including any repairs, problems, or benefit with the Electric Vehicle Charging Station.
5. Any conditions (e.g., weather) that significantly affected the annual usage of the Electric Vehicle Charging Station from routine service.

ATTACHMENT D  
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).



ATTACHMENT E  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

GRANTEE agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT 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 DISTRICT on account of any claim except where such indemnification is prohibited by law. GRANTEE's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

GRANTEE shall notify DISTRICT 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

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

#### B. Other Insurance Provisions

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

1. **Additional Insured** – DISTRICT, 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 GRANTEE 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 GRANTEE'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 GRANTEE's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the GRANTEE'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 DISTRICT.
4. **Waiver of Subrogation Rights** – GRANTEE hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. GRANTEE 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 DISTRICT 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 DISTRICT. The DISTRICT may require the GRANTEE 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** – GRANTEE shall furnish the DISTRICT 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 DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. The GRANTEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The DISTRICT 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, DISTRICT 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 DISTRICT as a material breach of contract.
9. **Subcontractors** – GRANTEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GRANTEE shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – DISTRICT 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. GRANTEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT 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 DISTRICT.