

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

CUYAMA VALLEY FAMILY RESOURCE CENTER, INC. (FRC)

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Cuyama Valley Family Resource Center, Inc. (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

WHEREAS, COUNTY owns the property and facility(ies) in New Cuyama located at 60 Newsome Street in New Cuyama (County Assessor Parcel Number 149-040-011), known as the New Cuyama Family Resource Center (hereafter CENTER); and

WHEREAS, CONTRACTOR is a California non-profit public benefit corporation, organized for the purpose of enhancing the health and well-being of all people in the Cuyama Valley with special emphasis on the underserved in New Cuyama; and

WHEREAS, CONTRACTOR provides accessible, affordable, comprehensive and quality health and community resource services; and

WHEREAS, COUNTY and CONTRACTOR acknowledge that they have similar missions and wish to further clarify and refine collaborations to more effectively serve residents of Santa Barbara County, enhance services and resident outcomes; and

WHEREAS, CONTRACTOR will provide a variety of community services within the Cuyama Valley, including, but not limited to, food distribution, case management for families in need, interpretive services, youth programs, summer programs, child care, adult education, general community meeting space, computer labs and other needed services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Herman D. Parker, Community Services Department Director, at phone number (805) 568-2467 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Martha Yopez, FRC Coordinator, at phone number (661) 766-2369 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Herman D. Parker
Director, Community Services Department
County of Santa Barbara
105 E. Anapamu St., 4th Floor

Santa Barbara, CA 93101

To CONTRACTOR: Martha Yopez
FRC Coordinator
Cuyama Valley Family Resource Center
4803 Cebrain St.
New Cuyama, CA 93254

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES**. CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM**. CONTRACTOR shall commence performance upon final execution of this Agreement and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, **2033**, subject to such provisions for termination as contained herein and subject to CONTRACTOR being in compliance with the Lease Agreement between COUNTY and CONTRACTOR for the CENTER, which shall be independently executed and approved by the Santa Barbara County Board of Supervisors, but is contingent upon the execution of the Agreement. The term of the Lease Agreement shall run concurrently with the term of this Agreement. CONTRACTOR acknowledges that this Agreement is based on the lease of the CENTER, and CONTRACTOR acknowledges that if the Lease Agreement is terminated by COUNTY, this Agreement shall also terminate.

5. **COMPENSATION OF CONTRACTOR**. CONTRACTOR is provided a lease of the CENTER rent free in exchange for providing health and community services to County residents without a third party payor source.

6. **INDEPENDENT CONTRACTOR**. CONTRACTOR and CONTRACTOR's subcontractors shall perform all of the services under this Agreement as independent contractors and not as employees of COUNTY. CONTRACTOR and CONTRACTOR's subcontractors understand and acknowledge that CONTRACTOR and CONTRACTOR's subcontractors shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE**. CONTRACTOR represents that CONTRACTOR and CONTRACTOR's subcontractors have the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR and CONTRACTOR's subcontractors shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR and CONTRACTOR's subcontractors are engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's and CONTRACTOR's subcontractors' professions. CONTRACTOR shall correct or revise any errors or omissions at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR and CONTRACTOR's subcontractors without additional compensation.

8. **TAXES.** COUNTY shall 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 paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement, and no person having such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary for CONTRACTOR to perform the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, 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 Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any documents or materials provided pursuant to this Agreement without the prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. CONTRACTOR is subject to quality of care and/or financial audits by COUNTY. Scheduling for these audits will be upon mutual agreement in a time frame within ten (10) working days from COUNTY'S notice of intent to audit CONTRACTOR's operations.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT B attached hereto and incorporated herein by reference.

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

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into

contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires. COUNTY realizes that CONTRACTOR may have other similar independent contractor agreements but CONTRACTOR shall not use COUNTY facilities in connection with the performance of its other agreements with non-COUNTY entities or individuals.

16. **ASSIGNMENT**. CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION**.

A. **By COUNTY**. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon sixty (60) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, including but not limited to failing to provide an acceptable level of services during each year that the Agreement is in place, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR**.

For Convenience. CONTRACTOR may terminate this Agreement upon sixty (60) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of the CONTRACTOR's performance.

18. **SECTION HEADINGS**. The headings of sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY**. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

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

24. **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.

25. **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 be 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.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall 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.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, 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.

29. **PRECEDENCE**. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **MEDICAL RECORDS**. The parties shall maintain all patient medical records relating to COUNTY Patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

COUNTY OF SANTA BARBARA

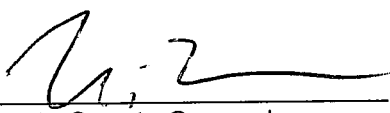
By: _____
Salud Carbajal, Chair
Board of Supervisors

Date: _____

ATTEST:
TERRI MAUS-NISICH, INTERIM COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By:  _____
Deputy County Counsel

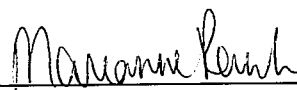
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

APPROVED:

By:  _____
Herman D. Parker, Director
Community Services Department

APPROVED AS TO FORM:

By:  _____
Ray Aromatorio, ARM, AIC
Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

CONTRACTOR

CUYAMA VALLEY FAMILY RESOURCE CENTER (FRC), INC.,
a California non-profit Corporation

Print Name and Title

Date: _____

Print Name and Title

Date: _____

EXHIBIT A

SCOPE OF SERVICES

In consideration for COUNTY leasing the CENTER to CONTRACTOR pursuant to the terms of the associated Lease Agreement, CONTRACTOR agrees to the following:

1. CONTRACTOR shall engage in training and development of the CONTRACTOR's Board of Directors to assist CONTRACTOR in achieving the capacity to assume full oversight of the CENTER.
2. CONTRACTOR shall establish and continue to maintain an organizational structure that allows for ongoing community input and involvement.
3. CONTRACTOR shall assume the operational responsibilities of the CENTER providing appropriate staffing and volunteer support for the successful execution of programs and services.
4. CONTRACTOR shall work collaboratively with the Cuyama library (LIBRARY) administered by the Santa Maria Library to provide access to library services and access to the CENTER.
5. CONTRACTOR shall communicate maintenance needs to COUNTY on behalf of the LIBRARY. CONTRACTOR shall receive and process written requests for maintenance and repair of the LIBRARY and shall communicate those requests to the COUNTY's designated representative defined in Section 1 of this Agreement.
6. CONTRACTOR may subcontract with other service providers in accordance with the CONTRACTOR'S business plan.
7. CONTRACTOR shall provide community services to COUNTY residents. Services include, but are not limited to, food distribution, case management for families in need, interpretive services, youth programs, summer programs, child care, adult education, general community meeting space, computer labs, and the like.
8. CONTRACTOR shall be responsible for direct communication with COUNTY and any subcontractors using the CENTER to ensure that the CENTER proactively meets the needs of the community. CONTRACTOR will ensure that any County Department including, but not limited to Social Services, Alcohol, Drug and Mental Health Services (ADMHS), Public Health, and Community Services have free access to the CENTER to perform these services.
9. CONTRACTOR shall establish hours of operation of the CENTER and comply with the following performance and monitoring requirements. Reports are due within thirty (30) days of the end of the required reporting period, and shall be sent to the COUNTY's designated representative defined in Section 1 of this Agreement.
 - a. Quarterly reporting (for COUNTY fiscal quarters ending September 30, December 31, March 31 and June 30):
 - i. Program operations and attendance report noting the services provided and/or monitored by CONTRACTOR and the number of people served through each service

- b. Annual reporting (for COUNTY fiscal year ending June 30):
 - i. Hours of operation of the CENTER
 - ii. CONTRACTOR's fiscal year financial statement (July 1 through June 30)
 - iii. Program operations and attendance report noting the services provided and/or monitored by CONTRACTOR and the number of people served through each service

EXHIBIT B

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code

Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this

Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.