

## HUMAN SERVICES GRANT AGREEMENT

**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 Foodbank of Santa Barbara County with an address at 4554 Hollister Avenue, Santa Barbara, CA 93110 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, California Government Code Section 26227 authorizes the Board of Supervisors to “appropriate and expend money from the general fund of the county to establish county programs or to fund other programs deemed by the board of supervisors to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons”; and

**WHEREAS**, CONTRACTOR sources and distributes nutritious foods and fresh produce to a network of 300 nonprofit partner agencies, schools, and social programs, as well as directly to low-income clients; and

**WHEREAS**, COUNTY finds that CONTRACTOR’s services meet the social needs of the population of the county as defined in California Government Code Section 26227; and

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

### **1. DESIGNATED REPRESENTATIVE**

James Francis at phone number (805) 568-3549 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Sunita Jethmalani at phone number 805-967-5741 ext. 120 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 or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

#### **COUNTY**

County of Santa Barbara  
Housing and Community Development  
Deputy Director  
123 E. Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3520

#### **GRANTEE**

Foodbank of Santa Barbara County  
ATTN: Sunita Jethmalani  
1525 State Street, Ste. 100  
Santa Barbara, CA 93101  
Phone: 805-967-5741 ext. 120  
Fax: n/a

If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **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 on July 1, 2019 and end performance upon completion, but no later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by completing a County Expenditure Summary and Payment Request (ESPR), which shall include the contract number assigned by COUNTY, and attaching supporting documentation as described in EXHIBIT B. ESPRs and supporting documentation shall be submitted via ZoomGrants or as otherwise instructed. Questions may be directed to the person listed below. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

Questions about this contract and payment instructions may be directed to:

James Francis: by email to [jfrancis@co.santa-barbara.ca.us](mailto:jfrancis@co.santa-barbara.ca.us) or by phone to (805) 568-3549

### **6. INDEPENDENT CONTRACTOR**

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

### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR 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 is 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 profession. 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 without additional compensation.

#### **8. 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.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on 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.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. 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 the 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 the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of 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 whenever required according to the Termination section of 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.

## **14. 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 principles. COUNTY shall 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 Agreement 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 Agreement (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 Agreement, 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 the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

## **16. 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 this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. 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.

## 18. NON-ASSIGNMENT

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

## 19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement 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 Agreement, 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 Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement 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 Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement 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.

20. **SECTION HEADINGS**

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

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 Agreement 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. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **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.

25. **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.

26. **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.

27. **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.

28. **CALIFORNIA LAW AND JURISDICTION**

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.

29. **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.

30. **AUTHORITY**

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

31. **SURVIVAL**

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

32. **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.

Human Services Grant Agreement between the County of Santa Barbara and Foodbank of Santa Barbara  
County  
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by  
COUNTY.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By:   
Deputy Clerk

COUNTY OF SANTA BARBARA:

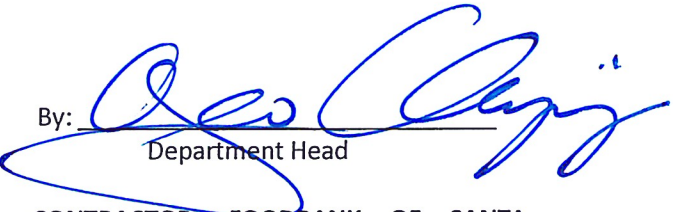
By:   
STEVE LAVAGNINO  
Chair, Board of Supervisors

Date: 8-13-19

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:  
GEORGE CHAPJIAN, DIRECTOR

By:   
Department Head

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

CONTRACTOR: **FOODBANK OF SANTA  
BARBARA COUNTY**  
GEORGE BEAN, BOARD CHAIR

By: \_\_\_\_\_  
Board Chair

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

By:   
Risk Manager



Human Services Grant Agreement between the **County of Santa Barbara** and Foodbank of Santa Barbara  
County  
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by  
COUNTY.

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

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

**COUNTY OF SANTA BARBARA:**

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

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

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy Auditor- Controller

**COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:**  
GEORGE CHAPJIAN, DIRECTOR

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

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

**CONTRACTOR: FOODBANK OF SANTA  
BARBARA COUNTY**  
GEORGE BEAN, BOARD CHAIR

By:  \_\_\_\_\_  
Board Chair

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

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

**EXHIBIT A**

**SCOPE OF SERVICES  
FOR HUMAN SERVICES GRANT – BASIC SERVICES**

CONTRACTOR: Foodbank of Santa Barbara County  
PROGRAM NAME: Warehouse Operations

AGREEMENT AMOUNT: \$35,000

**INTRODUCTION**

This Scope of Services is attached to and incorporated into the Human Services Grant Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and Foodbank of Santa Barbara County (CONTRACTOR). The purpose of this Scope of Services is to further describe the program requirements referenced in the Agreement.

**1. ACTIVITY DESCRIPTION/PERFORMANCE GOALS**

**A. Scope of Work to be performed**

The purpose of Foodbank’s Warehouse Operations program is to source and distribute nutritious foods and fresh produce to a network of 300 nonprofit partner agencies, schools, and social programs, and to clients through the Direct-to-Client programs. The Direct-to-Client programs operate at approximately 100 sites countywide and include the Brown Bag programs for seniors, the Children’s Health Initiative programs such as Healthy School Pantry, Kid’s Farmer’s Market, Picnic in the Park, and Food Literacy in Preschool, and the mobile programs such as the Mobile Farmer’s Market and Mobile Food Pantry. County funds will pay for the purchase of nutritious foods and fresh produce.

**B. Goals and Community Impact**

<b>Goal #</b>	<b>Description</b>	<b>Number</b>
1	Unduplicated clients served	140,000

**2. REPORTING**

Data collection must be completed demonstrating progress towards meeting the goals described in Section 1 B. Activity Description/Performance Goals. The disbursement of funds is contingent upon the receipt of the required information.

Reports are to be submitted quarterly on the 15<sup>th</sup> day of the month following the quarter’s end: October 15, 2019 for Q1 (July – Sept); January 15, 2020 for Q2 (Oct – Dec); April 15, 2020 for Q3 (Jan – March); and July 15, 2020 for Q4 (April – June). An online reporting form will be provided via ZoomGrants and must

be filled out completely, including the signature of the Program Manager or Executive Director. Reports must include the following:

- a. No. of beneficiaries served in each goal category during the reporting period
- b. Brief narrative report on activities contained in Section 1 and the program's impact on the community

### 3. RECORD-KEEPING AND MONITORING

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years from the termination date of the Agreement. Files shall be made available to the County upon request for monitoring purposes.

1. Agreement between County and CONTRACTOR
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits

## EXHIBIT B

### BUDGET AND PAYMENT PROCEDURES FOR HUMAN SERVICES GRANT – BASIC SERVICES

CONTRACTOR: Foodbank of Santa Barbara County  
PROGRAM NAME: Warehouse Operations  
AGREEMENT AMOUNT: \$ 35,000

#### INTRODUCTION

This Budget and Payment Procedures exhibit is attached to and incorporated into the Agreement between the County of Santa Barbara, State of California and Foodbank of Santa Barbara County (CONTRACTOR) as referenced in the Agreement. The purpose of this Budget and Payment exhibit is to further describe the payment requirements referenced in the Agreement.

#### 1. BUDGET

ITEM	GRANT AMOUNT
COGS (purchased, donated, and USDA food)	\$35,000
<b>TOTAL</b>	<b>\$35,000</b>

#### 2. REIMBURSEMENT OF STAFF SALARIES AND BENEFITS

Check box if Not Applicable

The salaries and benefits of the following staff positions are eligible for reimbursement:

TITLE	DUTIES

*Individual staff members may change from time to time; however, such changes must be reported to the County.*

#### 3. DRAW REQUESTS

Draw requests must include:

- A. Expenditure Summary and Payment Request (ESPR)
- B. Supporting documentation (check all that apply):
  - Third-party invoices or receipts
  - Check copies showing payment (cancelled checks)
  - Payroll records, including timesheets delineating time worked on HSG-eligible activities and payroll journals showing gross pay and deductions
  - \_\_\_\_\_

EXHIBIT C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

**FY 2019 - 20**  
July - June

**INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit**

Agency Name Foodbank of Santa Barbara County  
 Program Name Warehouse Operations  
 Address 1525 State Street, Ste. 100, Santa Barbara, CA 93101  
 Contact Person Sunita Jethmalani  
 Phone 805-967-5741  
 Email sjethmalani@foodbanksbc.org

Invoice/Request # \_\_\_\_\_ Revised   
 Date Submitted \_\_\_\_\_  
 Check one: CDBG  HOME  HSG   
 IDIS # \_\_\_\_\_  
 HCD Project # \_\_\_\_\_  
 PO/Contract No \_\_\_\_\_  
 Report Period: \_\_\_\_\_  
 Expiration Date June 30, 2020  
 (enter month for capital projects and quarter for public services)

SUBMIT COMPLETED FORM TO James Francis Housing Program Specialist  
 Phone: 805-568-3549 Email: ifrancis@co.santa-barbara.ca.us

Month \_\_\_\_\_  
 Quarter  Qtr 1 (July - Sep)  Qtr 2 (Oct - Dec)  
 Qtr 3 (Jan - Mar)  Qtr 4 (Apr - Jun)

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 <u>COGS (purchased, donated, and USDA food)</u>		\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
Cat. 2 <u>Enter budget line item</u>					
Cat. 3 <u>Enter budget line item</u>					
<b>TOTAL</b>		\$ 35,000.00	\$ -	\$ -	\$ 35,000.00

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Name \_\_\_\_\_ Title \_\_\_\_\_

Administrator / Executive Director

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.





## SALARIES MUST BE SUPPORTED WITH TIMESHEETS AND PAYROLL REGISTERS OR PAY STUBS

Do not enter data in gray-shaded cells. Enter information from employees' timesheets and organization's payroll summaries. Include Employee Name, Total Hours, Total Hours spent on HSG-funded program and Gross Pay. The percent of HSG hours to total hours will calculate automatically. The HSG Amount to be paid by the will calculate automatically.

Employee Name	HSG Hrs	Total Hrs	% of HSG hrs auto-calculate	Gross Pay	HSG Amt. auto-calculate
Sarah Jones	40	80	0.50	1,000.00	500.00
<b>TOTAL carried fwd</b>					<b>500.00</b>

Copy information from your payroll summary

to summary

**Timesheets must include the following information:**

Employee Name	Employee Name and Title
Pay Period	The applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period, depending on your organization's payroll period.
Daily Hours Worked	The number of hours worked each day in the pay period must be allocated by funding source.
Total Hours Worked in the Pay Period	The total number of hours worked during the pay period must be shown. Transfer only the total hours to be paid by the HSG grant to the Itemized Expenditure tap on the ESR form.

**Payroll summaries or paycheck stubs must include the following information:**

Employee Name	Employee Name and Title
Check Number	Paycheck Number applicable to Pay Period. If Direct Deposit, show direct deposit transaction number.
Pay Period	The applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period, depending on your organization's payroll period.
Total Hours Worked in Pay Period	Total number of hours worked by the employee during the pay period.
Gross Pay for Pay Period	Total gross amount of pay earned by the employee during Pay Period.
Deductions	All deductions must be clearly identified, including federal, state, local taxes, deductions for employee-paid health benefits and all other deductions.
Net Pay	Gross pay, less deductions, paid to employee.



**Checklist for Payments Requests**

**Salaries**

	Timesheets documenting all hours worked by funding source
	Timesheets signed by the employee and his/her supervisor
	Payroll registers or paystubs showing gross pay and deductions for each employee covered
	Invoices, contracts or rate schedules from insurance provider if charges are included in the draw

**Materials/supplies/services**

	Third-Party Invoices or receipts
	Proof of Payment – copies of cancelled checks or bank statements
	Costs paid by and reimbursed to employees - include proof of payment and reimbursement
	Costs were incurred during the contract period
	Costs are eligible per approved contract budget

**General**

	Pay request is submitted on County's "Expenditure Summary and Payment Request" (ESPR) form
	Pay request signed by the Executive Director or designee (If designee, submit letter from ED)
	Pay request signed by the Chief Financial Officer or designee (If designee, submit letter from ED)
	Box is checked for final payment, if applicable (Balance will be rescinded and used for other projects)
	Complete Beneficiary Report submitted when due

*Public Services: Due by the 10<sup>th</sup> day following the end of each quarter*

## EXHIBIT D

### Indemnification and Insurance Requirements (For Professional Contracts)

#### 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

EXHIBIT E



Quarterly Status Report  
2019-2020

County of Santa Barbara  
Housing & Community Development

**Instructions:** Please upload your completed report form to ZoomGrants no later than the **15<sup>th</sup>** of the month following the end of each quarter. Submit questions to James Francis via email at [jfrancis@co.santa-barbara.ca.us](mailto:jfrancis@co.santa-barbara.ca.us) or by phone at 805-568-3549.

**1<sup>st</sup> Quarter**  
July 1 – September 30

**2<sup>nd</sup> Quarter**  
October 1 – December 31

**3<sup>rd</sup> Quarter**  
January 1 – March 31

**4<sup>th</sup> Quarter**  
April 1 – June 30

Agency Foodbank of Santa Barbara County Program Warehouse Operations  
Contact Sunita Jethmalani Email [sjethmalani@foodbanksbc.org](mailto:sjethmalani@foodbanksbc.org) Phone 805-967-5741

**Activity Reporting**

Annual Goals	Description	Annual Goal	This Quarter	Year-to-Date
Goal #1	Unduplicated clients served	140,000		

Describe your quarterly accomplishments and outcomes in detail.

Describe any concerns and explain any shortcomings with regard to achieving performance targets.