

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Foodbank of Santa Barbara County, a California Nonprofit Public Benefit Corporation whose principle place of business is located at 82 Coromar Drive, Santa Barbara, CA 93117 ("CONTRACTOR" and, together with the COUNTY, collectively the "Parties" and each individual a "Party") with reference to the following:

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

Marjorie Klotthor, at phone number (805) 335-3395 and via email at to mklotthor@countyofsb.org, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY ("County Contact"), subject to the provisions of Section 25, below. Hannah Ryckman at phone number (805) 403-0504 is the authorized representative for CONTRACTOR. Changes in a Party's 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 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
ATTN: Joe Dzvonik
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Office: (805) 568-3520

GRANTEE

Foodbank of Santa Barbara County
Attn: Hannah Ryckman
82 Coromar Drive
Santa Barbara, CA 93117
(805) 403-0504
hryckman@foodbanksbc.org

If sent by first class mail, notices and consents under this Section 2 shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Section 2 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 ("Services") to COUNTY in accordance with EXHIBIT A, attached hereto and incorporated herein by reference.

4. TERM

The term of this Agreement ("Term") shall begin on 7/1/2025 ("Effective Date"), and shall expire on 6/30/2026, unless earlier terminated in accordance with the provisions of this Agreement, or there are insufficient funds available for the COUNTY to provide to CONTRACTOR for any reason. All Services to be performed hereunder shall be completed, and all eligible expenses as authorized in accordance with EXHIBIT B, attached hereto and incorporated herein, incurred, and all requested for reimbursement hereunder submitted by CONTRACTOR in accordance with the provisions of this Agreement, during the Term.

5. COMPENSATION OF CONTRACTOR

The total amount to be paid by the COUNTY under this Agreement shall not exceed the Maximum Contract Amount set forth in Section 1 of EXHIBIT B. Each CONTRACTOR payment request hereunder shall be made by CONTRACTOR completing and submitting to COUNTY a County Expenditure Summary and Payment Request in the form attached hereto as EXHIBIT D ("ESPR"), and attaching supporting documentation as described in EXHIBIT B. CONTRACTOR shall submit ESPRs and supporting documentation via Neighborly Software or as otherwise instructed by COUNTY. Upon receipt by COUNTY of a ESPR and acceptable supporting documentation provided by CONTRACTOR, COUNTY shall review the ESPR and, when approved, make payment. Questions may be directed to the County Contact specified in Section 1, above. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

ESPRs shall be due 15 days following the end of each quarter during the Term as follows: October 15 for the quarter ending September 30; January 15 for the quarter ending December 31; April 15 for the quarter ending March 31; and July 15 for the quarter ending June 30. The COUNTY reserves the right to require an earlier submission date for the 4th quarter ESPR in order to meet COUNTY year-end reporting requirements as determined annually by the COUNTY Auditor. Questions about this contract and payment instructions may be directed to the County Contact specified in Section 1, above.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all 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. Nothing contained in this Agreement is intended to create or establish, or shall be construed in any manner as creating or establishing, an employer or employee relationship between the parties hereto. 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 all licenses and permits necessary to perform the Services required under this Agreement. CONTRACTOR shall perform all Services in a professional manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged in California, and in accordance with all applicable federal, state, and local governmental laws, regulations,

ordinances, orders, rules, directives, circulars, bulletins, notices, and guidelines (collectively, "Applicable Law"). All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first-class and workmanlike manner to the satisfaction of COUNTY. CONTRACTOR shall correct any and all errors and omissions upon COUNTY'S request without additional compensation. CONTRACTOR shall obtain and maintain, at CONTRACTOR's sole cost and expense, all permits and licenses required for the performance of the Services.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or any of its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or County government contracts. CONTRACTOR warrants 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 in connection with 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 or accessed by or on behalf of CONTRACTOR in connection with this Agreement shall remain COUNTY's property, and CONTRACTOR shall return all such items to COUNTY whenever required in accordance with the provisions of this Agreement and as otherwise requested by COUNTY. CONTRACTOR may use such items only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent in each instance.

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 C 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, subcontract, or otherwise transfer, directly or indirectly, by operation of law or otherwise, 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 of this Agreement by COUNTY.

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 non-appropriation 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 Non-appropriation 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, and thereafter COUNTY shall have no obligation to make payments hereunder other than for Services performed in accordance with this Agreement to the extent performed prior to the date of such termination.
 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 by CONTRACTOR 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

This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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 all of 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. CONTRACTOR agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with Applicable Law and available funding amounts.

If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, all amendments to this Agreement must be approved and executed in the same manner, except that the Director of the County Community Services Department ("Director") is authorized to approve and execute amendments on behalf of COUNTY to make any one or more of the following changes:

A. Changes to the Budget attached hereto in Section 1 of Exhibit B, provided that (i) such changes shall be limited to revisions to the amounts in each Budget line item or addition of new budget line items pertinent to the

Scope of Work, (ii) such changes shall not increase the total Maximum Contract Amount, and (iii) the Budget as amended shall only reflect expenditures that are eligible hereunder.

B. Administrative changes to the Agreement that are necessary in order to conform with Applicable Law or available funding amounts.

C. Extend the Term of this Agreement for up to one additional year after the Term expiration date specified in Section 4, above. Such extension of the Term is subject to i) continued appropriation of Human Services Grant Funds in COUNTY's annual budget, and ii) COUNTY's determination, in COUNTY's sole discretion, of CONTRACTOR's satisfactory performance hereunder as of the effective date of such amendment.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of CONTRACTOR, shall be binding upon CONTRACTOR and its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all Applicable Laws. 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 electronically and 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 1 through 32 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions of the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Foodbank of Santa Barbara County**.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Laura Capps
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFER, CPA
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES DEPARTMENT:**
JESÚS ARMAS, DIRECTOR

Signed by:
By: Shawna Jorgensen
DF6DB6D7D6344E6...
Deputy Auditor-Controller
Shawna Jorgensen

DocuSigned by:
By: Jesús Armas
E33B804A6E03475...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

CONTRACTOR:
Foodbank of Santa Barbara County, a California
Nonprofit Public Benefit Corporation

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel
Lauren wideman

DocuSigned by:
By: Christine Bisson MS, RD
B040D020A9134C9...
Authorized Representative
Name: Christine Bisson
Title: Board President

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Manager

EXHIBIT A

SCOPE OF SERVICES
For Human Services - Basic Services

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

MAXIMUM CONTRACT AMOUNT: \$52,500.00

INTRODUCTION

This Scope of Services is attached to and incorporated into the Agreement for Services of Independent Contractor ("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 Services to be performed**

CONTRACTOR shall source and distribute nutritious foods and fresh produce to a network of more than 200 non-profit partner agencies, schools, and social programs, and directly to Neighbours through Foodbank's programs.

B. Goals and Community Impact

Number Served	Goal
12000000	Pounds of food, including fresh produce distributed each fiscal year.
135	Nutrition education program sites operated each fiscal year.
19000000	Neighbors served each fiscal year.
1000	Nutrition education hours conducted each fiscal year.

Data collection must be completed and provided to COUNTY by CONTRACTOR demonstrating progress towards meeting the goals described above in this Section 1 B. The disbursement of funds hereunder by COUNTY is contingent upon the receipt by COUNTY of the required information from CONTRACTOR.

CONTRACTOR shall submit quarterly reports to COUNTY for each quarter of the Term on the 15th day of the month following the quarter's end: October 15 for Q1 (July – Sept); January 15 for Q2 (Oct – Dec); April 15 for Q3 (Jan – March); and July 15 for Q4 (April – June). An online reporting form will be provided via Neighborly Software and must be filled out completely by CONTRACTOR for each quarterly report. Each quarterly report must include all of the following:

- a. Number 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

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 after the Term. A partial list of documents is provided below; however, the COUNTY or an external audit firm may require additional documents. 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 - Basic Services

CONTRACTOR: Foodbank of Santa Barbara County
PROGRAM NAME: Foodbank's Warehouse Operations
MAXIMUM CONTRACT AMOUNT: \$52,500.00

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 Exhibit is to further describe the payment requirements referenced in the Agreement.

4. BUDGET

Item	Grant Amount
Food Costs	\$52,500.00

☒ Check box if Not Applicable

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

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

Each payment request from CONTRACTOR must include all of the following:
:

- 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

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. **(Not required if CONTRACTOR provides written verification that it has no employees)**

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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

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

Agency Name _____

Program Name _____

Address _____

Contact Person _____

Phone _____

Email _____

SUBMIT COMPLETED FORM TO Marjorie Klotthor Housing Program Specialist

Phone: 805-335-3395 Email: mklotthor@countyofsb.org

Invoice/Request # _____ Revised ☐

Date Submitted _____

Check one: CDBG ☐ HOME ☐ HSG ☒

IDIS # _____

HCD Project # _____

PO/Contract No _____ Expiration Date June 30, 2020

Report Period: (enter month for capital projects and quarter for public services)

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 Enter budget line item			\$ -	\$ -	\$ -
Cat. 2 Enter budget line item				\$ -	\$ -
Cat. 3 Enter budget line item				\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

☐ 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 _____

Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____

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.

EXHIBIT E



Quarterly Status Report

SAMPLE ONLY
CHECK WITH HCD STAFF ON
THE CURENT FORM

County of Santa Barbara
Housing & Community Development

Instructions: Please submit your completed report to the County via Neighborly Software no later than the **15th** of the month following the end of each quarter. Submit questions to Marjorie Klotthor via email at mklotthor@countyofsb.org or by phone at 805-335-3395.

☐ **1st Quarter**
July 1 – September 30

☐ **2nd Quarter**
October 1 – December 31

☐ **3rd Quarter**
January 1 – March 31

☐ **4th Quarter**
April 1 – June 30

Agency _____ Program _____

Contact _____ Email _____ Phone _____

Activity Reporting

Annual Goals	Description	Annual Goal	This Quarter	Year-to-Date
Goal #1				
Goal #2				
Goal #3				
Goal #4				

Describe your quarterly accomplishments and outcomes in detail.

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

EXHIBIT F

CDBG

Quarterly Status Report

SAMPLE ONLY
CHECK WITH HCD STAFF ON
THE CURENT FORM

County of Santa Barbara
Housing & Community Development

CDBG Direct Benefit Data

Report unduplicated quarter and year-to-date data for each category.

	Annual Goal	Quarter Total Served	Year-to-Date Total Served
Persons served			

Race & Ethnicity

	Quarter Total Served	Year-to-Date Total Served
White		
White and Hispanic		
Black/African American		
Black/African American and Hispanic		
Asian		
Asian and Hispanic		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Hispanic		
Native Hawaiian/Other Pacific Islander		
Native Hawaiian/Other Pacific Islander and Hispanic		
American Indian/Alaskan Native and White		
American Indian/Alaskan Native, White, and Hispanic		
Asian and White		
Asian, White, and Hispanic		
Black/African American and White		
Black/African American, White, and Hispanic		
American Indian/Alaskan Native and Black/African American		
American Indian/Alaskan Native, Black/African American, and Hispanic		
Other multi-racial		
Other multi-racial and Hispanic		
Total		

Income Levels

	Quarter Total Served	Year-to-Date Total Served
Extremely Low (0% to 30%)		
Low (31% to 50%)		
Moderate (51% to 80%)		
Non-Low/Moderate		
Total		