

**SANTA BARBARA COUNTY AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT WITH
FOODBANK OF SANTA BARBARA FOR FOOD ASSISTANCE PROGRAMS AND SERVICES
SUPPORTING RESIDENTS IMPACTED BY THE COVID-19 PANDEMIC**

**AGREEMENT BETWEEN
THE COUNTY OF SANTA BARBARA
AND SUBRECIPIENT, FOODBANK OF SANTA BARBARA COUNTY**

THIS SUBRECIPIENT AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Foodbank of Santa Barbara County (hereafter FOODBANK or SUBRECIPIENT), with an address at 1525 State Street, Suite 100, Santa Barbara, CA, wherein FOODBANK agrees to provide food assistance programs and food supplies to Santa Barbara County residents who have suffered a negative economic impact from the COVID-19 pandemic.

WHEREAS, the COUNTY is an agency of the State of California and has the responsibility to deliver exceptional services so Santa Barbara County's communities can enjoy a safe, healthy, and prosperous life; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) program which provided the COUNTY funding to respond to the economic and public health impacts of COVID-19 and to contain impacts on local communities, residents, and businesses; and

WHEREAS, the SLFRF program specifically identifies food assistance programs as projects/services that are eligible for ARPA funding under U.S. Treasury guidelines and those guidelines further identify foodbanks as potential subrecipients of ARPA/SLFRF funding; and

WHEREAS, the FOODBANK is a tax-exempt nonprofit organization under section 501(c)(3) of the Internal Revenue Code that serves as Santa Barbara County's leader and expert in improving the nutritional health of local residents facing food insecurity, each year (pre-pandemic) providing 10 million pounds of nutritious food, fresh fruit, and vegetables, typically serving nearly 100,000 Santa Barbara County residents; and

WHEREAS, in accordance with the Multi Agency Disaster Feeding Plan for Santa Barbara County, the FOODBANK serves as the primary source of emergency food for COUNTY residents and coordinates emergency feeding operations with various stakeholders through the Feeding Task Force and in partnership with more than 300 local nonprofits, government agencies, and community organizations; and

WHEREAS, since the pandemic began in March 2020, the FOODBANK has greatly expanded services to meet tremendous increases in food insecurity felt by those who have been negatively impacted by the health and economic impacts of the pandemic in Santa Barbara County, including the distribution of over 30 million pounds of food, twice the amount normally distributed annually; and

WHEREAS, recognizing the negative impacts of the pandemic on Santa Barbara County residents who face food insecurity, and also recognizing FOODBANK's strong history of successfully meeting the needs

of local residents who need additional food supplies and nutritional services, the COUNTY has committed up to \$2,000,000 of ARPA funding to support the FOODBANK's delivery of food assistance programs and nutritious food supplies to Santa Barbara County residents who have suffered a COVID-19 related negative economic impact, as defined by the U.S. Department of the Treasury; and

WHEREAS, FOODBANK agrees to provide nutritional support services and food supplies to Santa Barbara County residents facing increased food insecurity as a result of the health and economic impacts of the COVID-19 pandemic; and

WHEREAS, FOODBANK agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to ARPA and the SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

General. FOODBANK will provide all services as described in Scope of Services attached hereto and incorporated herein as Exhibit A.

II. ELIGIBLE COSTS

- A. Only costs incurred relating to the scope of work described in Exhibit A and incurred during the SLFRF Eligible Costs Timeframe, as set forth in 31 CFR § 35.5 and the Treasury's SLFRF Compliance and Reporting Guidance (Guidance), are eligible for reimbursement in accordance with the Budget attached hereto and incorporated as Exhibit B. The dissemination of SLFRF funds by COUNTY shall only occur after COUNTY reviews FOODBANK's reimbursement request(s) to ensure that expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified by ARPA.
- B. FOODBANK agrees that total incurred eligible expenses to be reimbursed by COUNTY under this Agreement shall not exceed \$2 million (Total Maximum Contract Amount).
- C. All services shall be performed by qualified and experienced personnel who are not employed by COUNTY. FOODBANK represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state, and local laws; and the highest professional standards.
- D. FOODBANK represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of FOODBANK to practice their professions.

III. REPORTING AND DOCUMENTATION

- A. In order to obtain reimbursement from COUNTY, FOODBANK shall provide regular reports and documentation to substantiate expenditures, eligibility of the population served, and

number of individuals and households served in each reporting period, and other reports as required by the U.S. Department of Treasury and/or the COUNTY.

IV. PERFORMANCE MONITORING

- A. The COUNTY will monitor the performance of FOODBANK against performance standards set forth in the Scope of Services detailed above. FOODBANK's substandard performance as determined by the COUNTY will constitute FOODBANK's noncompliance with this Agreement. If action to correct such substandard performance is not taken by FOODBANK within seven (7) business days after being notified by the COUNTY, contract suspension or termination procedures may be initiated pursuant to Section X.E. of this Agreement.

V. CHANGES

- A. Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and FOODBANK. COUNTY and FOODBANK may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or FOODBANK from its obligations under this Agreement that are not changed by the amendment. FOODBANK agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, 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, any amendments to this Agreement must be approved and executed in the same manner except the COUNTY Executive Officer, or designee, is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the Total Maximum Contract Amount is not increased; provided that all expenditures are eligible. In no event shall an amendment be made pursuant to this subsection V.A.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to this Agreement that are necessary in order to conform with the grantmaking agreement, federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts. In the event that COUNTY determines, in its sole and absolute discretion, that such administrative change(s) is/are necessary, it shall give written notice of such determination to FOODBANK. FOODBANK agrees to negotiate in good faith with COUNTY regarding such changes. Any such changes shall be mutually agreed upon and shall be made in an Amendment in the manner described in the paragraph above. In the event that the parties cannot reach mutual agreement on an administrative, this Agreement may be terminated by COUNTY upon written notice.

VI. DESIGNATED REPRESENTATIVES

- A. Nancy Anderson at phone number (805) 568-3407 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Erik Talkin at phone number 805-280-2500 is the authorized representative for FOODBANK. Changes in designated representatives shall be made only after advance, written notice to the other party.
- B. 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:

To COUNTY: Santa Barbara County
105 East Anapamu
Santa Barbara, CA 93101
Attn: Nancy Anderson, County Executive Office
Fax: (805) 568-3414

To FOODBANK: Erik Talkin
Foodbank of Santa Barbara County
1525 State Street
Santa Barbara, CA 93101
Fax: 805-683-4951
Phone: 805-280-2500

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. 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.

VII. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS

This Agreement is a subrecipient agreement. Section 602(b) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the U.S. Department of the Treasury (Treasury) to make payments to certain recipients (including cities and counties) from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF). FOODBANK is a subrecipient of SLFRF funds through this Agreement, and this Agreement is a subaward of SLFRF funds. SUBRECIPIENT agrees, as a condition to receiving SLFRF funds, to the terms below.

A. Use of Funds

- i. SUBRECIPIENT understands and agrees the funds disbursed under this subaward may only be used in compliance with Section 603(c) of the Act and Treasury's regulations implementing that section and guidance.

- ii. SUBRECIPIENT will determine prior to engaging in any project using this assistance it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

B. Reporting

- i. SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury, as they relate to this subaward. For example, SUBRECIPIENT must complete financial, performance, and compliance reporting as required and outlined in Part 2 of the SLFRF Compliance and Reporting Guidance (Guidance), including number of households served by the program. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to 2 C.F.R. section 200.1. SUBRECIPIENT should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT needs to establish controls to ensure completion and timely submission of all mandatory and/or compliance reporting. See Part 2 of the Guidance for a full overview of SUBRECIPIENT reporting responsibilities.

C. Maintenance of and Access to Records.

- i. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Act, Treasury's regulations implementing that Section, and guidance regarding the eligible uses of funds.
- ii. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- iii. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

D. Pre-award Costs.

- i. Pre-award costs, as defined in 2 C.F.R. Section 200.458, may not be paid with funding from this subaward.

E. Administrative Costs.

- i. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs.

F. Compliance with Applicable Law and Regulations.

- i. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and

guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.

- ii. Federal regulations applicable to this subaward include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.
 2. Universal Identifier and System for Award Management (SAM) 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 5. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
- iii. Statutes and regulations prohibiting discrimination applicable to this subaward, include without limitation, the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

G. Remedial Actions.

- i. In the event of SUBRECIPIENT's noncompliance with Sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.

H. Hatch Act.

- i. SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

I. False Statements.

- i. SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

J. Publications.

- i. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."

K. Debts Owed the Federal Government.

- i. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector

General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.

- ii. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection VII.K.i. above. Treasury will take any actions available to it to collect such a debt.

L. Disclaimer.

- i. The United States and COUNTY expressly disclaim any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of the SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
- ii. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

M. Protection for Whistleblowers.

- i. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- ii. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
 - 4. A Treasury employee responsible for contract or grant oversight or management;
 - 5. An authorized official of the Department of Justice or other law enforcement agency;
 - 6. A court or grand jury; or
 - 7. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- iii. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

N. Increasing Seat Belt Use in the United States.

- i. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

O. Reducing Text Messaging While Driving.

- i. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

P. Table 1: Federal Award Information: COUNTY.

- i. The following Federal Award Information is provided in accordance with 2 CFR § 200.332. The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Table 1: Federal Award Identification County		
1	Subrecipient Name	Foodbank of Santa Barbara County
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	171554140
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	2021
5	Subaward Period of Performance & Budget Period- Start Date	March 3, 2021
6	Subaward Period of Performance & Budget Period- End Date	June 30, 2024
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$2,000,000
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$2,000,000
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity	\$2,000,000
10	Federal Award Project Description	As the COUNTY's main resource for healthy food access, FOODBANK will provide Santa Barbara County residents and households who face increased food insecurity as a result of the negative impacts of the COVID-19 pandemic with programs, services, food, and fresh fruits

		and produce. Through its extensive partner network and direct-to-client programs, FOODBANK anticipates serving 200,000 unduplicated individuals with food; including 20,000 seniors and 68,000 children with families, the majority of whom live below/in poverty.
11	Federal Awarding Agency	Department of the Treasury
12	Pass Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer (805) 568-3400
14	CFDA Number	21.027
15	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	N/A
18	Requirements Imposed by Pass Through Entity	See Section VII of this Agreement, Coronavirus State and Local Fiscal Recovery Fund Requirements
19	Additional requirements- Financial and Performance Reports	See Section VII of this Agreement, Coronavirus Local Fiscal Recovery Fund Requirements, including Subsection B.
20	Access to Subrecipient Records	See Section VII of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection C.
21	Closeout Terms and Conditions	See Section XI.C.iii of this Agreement, Closeouts.

VIII. TERM

- A. This Agreement shall commence when last executed by all parties and remain in effect no later than June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated. All work to be performed hereunder and set out in the Scope of Services shall be completed. However, SUBRECIENT'S obligations to complete the Scope of Services shall survive the expiration of the term of this Agreement.

IX. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed \$2,000,000 (Total Maximum Contract Amount).

X. GENERAL CONDITIONS

- A. General Compliance. FOODBANK agrees to comply with the requirements of SLFRF including but not limited to Section 602(b) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), and all other applicable Federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the SLFRF now and as they may

be amended from time to time. The judgment of any court of competent jurisdiction, or the admission of the FOODBANK in any action or proceeding against FOODBANK, whether the COUNTY is a party thereto or not, that FOODBANK has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between FOODBANK and COUNTY.

- B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. FOODBANK shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on FOODBANK's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, FOODBANK 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. In addition, FOODBANK 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.
- C. Insurance and Indemnification.
- i. FOODBANK shall comply with the insurance and indemnification provisions set forth in Exhibit C "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.
- D. Workers' Compensation.
- i. FOODBANK shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit C "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.
- E. Suspension or Termination. In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if FOODBANK materially fails to comply with the terms of the Department of Treasury's SLFRF award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:
- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices, or directives referred to herein, or as may become applicable at any time;
 - Failure, for any reason, of FOODBANK to fulfill its obligations under this Agreement; or
 - Submittal of reports that are false or that are incorrect or incomplete in any material respect.
- i. Termination.
1. **For Convenience.** In accordance with 2 CFR Part 200, either party may terminate this Agreement for convenience upon 30 days written notice. Upon such notice, the parties will work together in good faith to agree

upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

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 FOODBANK 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 either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may, at its sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received, unless the notice directs otherwise. Upon receipt of notice, by COUNTY to FOODBANK, FOODBANK shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. Upon termination, FOODBANK shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers may have been accumulated or produced by FOODBANK in performing this Agreement, whether completed or in process, and any remaining funds, except such items as COUNTY may, by written permission, permit FOODBANK to retain.
- ii. If the Department of Treasury or other state or federal agency demands reimbursement from COUNTY for COUNTY's payments to FOODBANK due to FOODBANK's failure to comply with the terms of the SLFRF award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, FOODBANK shall fully and completely reimburse COUNTY in the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

XI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. **Accounting Standards.** FOODBANK agrees to comply with the Uniform Administrative requirements, including but not limited to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. FOODBANK agrees to adhere to the accounting principles and procedures referenced in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, utilize adequate

internal controls, and maintain necessary source documentation for all costs incurred.

- ii. Cost Principles. FOODBANK agrees to comply with applicable cost principles, which principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- iii. Program Income. The use of program income by FOODBANK shall comply with SLFRF Program requirements. Additionally, upon expiration of this Agreement, FOODBANK shall remit to the COUNTY all SLFRF Program Funds on hand at the time of expiration, any accounts receivable attributable to the use of SLFRF Program Funds, and all program income balances held by FOODBANK. The reversion of any project related assets shall comply with 2 CFR Part 200 as applicable.
- iv. Indirect Costs. If indirect costs are charged, FOODBANK shall develop an indirect cost allocation plan for determining the appropriate COUNTY share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

B. Procurement

- i. Compliance. FOODBANK shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. FOODBANK shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 1. Federal Requirements: Unless excepted, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply.
- ii. Travel. FOODBANK shall obtain written approval from the COUNTY for any travel outside the County of Santa Barbara with funds provided under this Agreement.
- iii. Administrative Requirements. FOODBANK also agrees to comply with (a) all applicable uniform administrative requirements set forth in Section 602(b) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) regulations adopted thereunder, the grantmaking agreement awarding funds to COUNTY, and all other applicable Federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the SLFRF Program now and as they may be amended from time to time; and (b) the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. No costs shall be invoiced or billed except for

expenditures authorized in the budget contained within this Agreement and Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

C. Additional Documentation and Record Keeping Requirements

- i. Ownership of Documents. Each and every report, draft, map, record, plan, document, and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by FOODBANK, its officers, employees, agents, representatives, contractors, and subcontractors in the course of performing this Agreement, shall be and become the property of COUNTY. The COUNTY has the right to use such materials in their discretion without further compensation to FOODBANK or any other party. FOODBANK shall, at FOODBANK's own expense, provide such Documents to COUNTY upon COUNTY'S written request.
- ii. Disclosure. FOODBANK understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or FOODBANK's responsibilities with respect to the Scope of Services provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- iii. Close-outs. FOODBANK also agrees to comply with all grant closeout procedures set forth in the SLFRF Program and all applicable requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. FOODBANK's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that FOODBANK has control over SLFRF Program funds, including program income. Pursuant to the Part 2 of the SLFRF Compliance and Reporting Guidance (Guidance), any funds not obligated or expended for eligible uses by the timelines in the award and the Guidance must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d). For purposes of determining expenditure eligibility, Treasury's Interim and Final Rules provide that "incurred" has the same meaning given to "financial obligation" in 2 CFR Section 200.1. SUBRECIPIENT shall comply with 2 C.F.R. Section 200.344, as applicable.
- iv. Audits & Inspections. All FOODBANK records with respect to any matters covered by this Agreement shall be made available to COUNTY, the Department of Treasury and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts

of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by FOODBANK within 30 days after receipt by FOODBANK unless a longer time period is agreed upon in writing by the COUNTY, Treasury, or Controller General, as applicable. FOODBANK hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits at no cost to COUNTY.

If this Agreement exceeds ten thousand dollars (\$10,000.00), FOODBANK 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 this Agreement (Cal. Govt. Code Section 8546.7). FOODBANK shall participate in any audits and reviews, whether by COUNTY, the State, Treasury, or Controller General, at no charge to COUNTY.

- v. Access to Records. FOODBANK shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and shall permit access to books, records, and accounts by the COUNTY, the Department of Treasury, or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or the SLFRF Program.

XII. THIS SECTION INTENTIONALLY LEFT BLANK

XIII. PERSONNEL & PARTICIPANT CONDITIONS

A. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

- i. As a condition of receipt of federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.
- ii. The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future.
- iii. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the SUBRECIPIENT's program(s), and activity(ies), so

long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- iv. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
- v. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementation regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.
- vi. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- vii. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.
- viii. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances XIII.A.iv-vii. above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees and assignees:
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person

on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this contract or agreement.

- ix. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
- x. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews, and reporting requirements.
- xi. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.
- xii. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary or other agreements between the Subrecipient and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.
- xiii. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this Agreement. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

- xiv. The United States of America has the right to seek judicial enforcement of the terms of this Section XIII.A. of this Agreement and nothing in this Agreement alters or limits the federal enforcement measures that the United States may take in order to address violations of this Agreement or applicable federal law.
- xv. Under penalty of perjury, SUBRECIPIENT certifies that SUBRECIPIENT has read and understood the SUBRECIPIENT's obligations as herein described in this Section XIII.A, that any information submitted in conjunction with Section XIII.A. of this Agreement is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

B. Employment Restrictions

- i. Prohibited Activity. FOODBANK is prohibited from using SLFRF Funds provided herein or personnel employed in the provision of the activities set out in the Scope of Services under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

- i. Assignability. FOODBANK shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- ii. Contracts and Subcontracts.
 - 1. Monitoring. FOODBANK will monitor all contracted and subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - 2. Content. FOODBANK shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.
 - 3. Selection Process. FOODBANK shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Upon request, executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

- D. Conflict of Interest. FOODBANK understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. FOODBANK agrees to abide by the provisions of 2 CFR section 200.112, 2 CFR Part 200, which include (but are not limited to) the following:

- i. FOODBANK shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- ii. No employee, officer or agent of FOODBANK shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to SLFRF Program Funds--assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the SLFRF Program Funds-assisted activity, or with respect to the proceeds from the SLFRF Program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, FOODBANK, or any designated public agency.
- iv. FOODBANK shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

E. Lobbying. FOODBANK hereby certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer, or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. It will require that the language of paragraphs (a), (b), (c) and (d), of this certification in this Section XIII.E be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that FOODBANK and all contractors and subcontractors shall certify and disclose accordingly:

1. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Copyright

- i. If this Agreement results in any copyrightable material or inventions, the COUNTY and FOODBANK reserve rights to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- ii. COUNTY and FOODBANK shall be the owners of the following items incidental to the 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. FOODBANK shall not release any materials under this Section except after prior written approval of COUNTY.
- iii. 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.

- G. Drug Free Workplace. FOODBANK shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and FOODBANK's policy and penalties for drug abuse violations occurring in the workplace. In addition, FOODBANK agrees to provide a drug-free workplace in accordance with the COUNTY's Drug Free Workplace Policy as follows:

- i. FOODBANK will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in FOODBANK's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- ii. FOODBANK will establish an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace; and
 2. FOODBANK's policy of maintaining a drug-free workplace; and
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- iii. FOODBANK will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph i of this Section XIII.G.
 - iv. FOODBANK will notify the employee that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement specified in paragraph i of this Section XIII.G; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - v. FOODBANK will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph iv of this Section XIII.G from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
 - vi. FOODBANK will take one of the following actions, within 30 calendar days of receiving notice under paragraph iv of this Section XIII.G, with respect to any employee who is so convicted:
 - 1. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 *et seq.*), as amended; or
 - 2. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
 - vii. FOODBANK agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs i, ii, iii, iv, v, and vi above of this Section XIII.G.
- H. Criminal Disclosure. FOODBANK must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, and 41 U.S.C. § 2313.)”

XIV. ENVIRONMENTAL AND OTHER FEDERAL CONDITIONS

- A. Air and Water. FOODBANK shall comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., §§ 7401, *et seq.*;
 - ii. Federal Water Pollution Control Act, 33 U.S.C., §§ 1251, *et seq.*, including, but not limited to Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued thereunder, all as may be amended; and

- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended.
- B. Procurement of Recovered Materials. FOODBANK and its contractors must comply with section 6002 of the Solid Waste Disposal Act, codified at 42 U.S.C. § 6962, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 of the Solid Waste Disposal Act include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. Prohibition on Certain Telecomm Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- i. FOODBANK and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain or extend or renew a contract to procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 2. Enter into a contract (or extend or renew a contract) with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. As described in Public Law 115-232, section 889, covered telecommunications equipment or services means:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- iii. In implementing the prohibition under Public Law 115-232, section 889, subsection (b), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- iv. See Public Law 115-232, section 889 for additional information.
- v. See also 2 C.F.R. § 200.471.

D. Domestic Preferences for Procurements.

- i. As appropriate and to the extent consistent with law, FOODBANK should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- ii. For purposes of this section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- XV. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- XVI. **SECTION HEADINGS AND SUBHEADINGS.** The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction, or effect of the terms of this Agreement.
- XVII. **WAIVER.** The COUNTY's failure to act with respect to a breach by FOODBANK shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, 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.
- XVIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the COUNTY and FOODBANK for FOODBANK's use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and FOODBANK with respect to this Agreement. 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.

- XIX. 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.
- XX. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
- XXI. NONEXCLUSIVE AGREEMENT.** FOODBANK 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 FOODBANK as the COUNTY desires.
- XXII. 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.
- XXIII. 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.
- XXIV. 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 local, state, and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, FOODBANK hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which FOODBANK is obligated, which breach would have a material effect hereon.
- XXV. PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits to this Agreement, the provisions of the Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

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

ATTEST:
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: *Shelida Guerra*
Deputy Clerk

By: *Joan Hartmann*
Joan Hartmann, Chair, Board of Supervisors

Date: 6-28-22

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

DocuSigned by:
By: *Robert Guis*
025019E2AF894BE...
Deputy Auditor- Controller

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Foodbank of Santa Barbara County

DocuSigned by:
By: *Ashley Flood*
FFF4B37436144BF...
Deputy County Counsel

DocuSigned by:
By: *Erik Talkin*
E7E6F06423F40D...
Erik Talkin, CEO

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGEMENT

DocuSigned by:
By: *Gregory Milligan*
DC240AC1E04247D...
Risk Manager

Exhibit A
Scope of Services

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

FOODBANK shall provide services as set forth herein:

- A. Serve as a subrecipient of ARPA/SLFRF funding from the COUNTY for the purpose of providing food assistance services and food supplies to Santa Barbara County residents and households who face increased food insecurity as a result of the negative impacts of the COVID-19 pandemic, including:
 1. Purchasing, securing, processing, sorting, storing, packing, delivering, and/or preparing nutritional supplies including food commodities, fresh foods, and shelf-stable food products;
 2. Maintaining and activating FOODBANK's network of 300+ nonprofit, government, and community partners to assist in the organization and implementation of food distributions and delivery to those in need throughout Santa Barbara County; and
 3. Maintaining, leasing, and operating distribution and storage space, vehicles, and necessary equipment; and managing and overseeing a countywide distribution network to ensure effective food assistance services.
- B. Maintain programs that meet the nutritional needs of Santa Barbara County residents and households who experience increased food insecurity as a result of negative economic impacts of the pandemic generally, and also maintain targeted programs that serve especially vulnerable, isolated populations, and often underserved or hard to serve populations that have been disproportionately impacted by the health and economic impacts of COVID-19.
- C. Implement programs and deliver services in a manner that ensures economic and racial equity and that address the needs of underserved and socially, linguistically, and geographically isolated populations.
- D. Provide all services in Santa Barbara County under the supervision of the FOODBANK.
- E. Supervise all work and ensure that the background and qualifications of the FOODBANK staff providing the services are appropriate for the persons being served under this program and, if applicable, meet the minimum standards established by pertinent licensing bodies.
- F. Provide the services described in this Agreement in a manner satisfactory to the COUNTY and consistent with all state and federal requirements and standards required as a condition of providing these ARPA/SLFRF funds.
- G. Collect, compile, and report data to ensure compliance with ARPA/SLFRF/U.S. Department of Treasury guidance and requirements, including data regarding number of households and individuals served during the Term of this Agreement.
- H. Reasonably comply with any and all requests from COUNTY seeking information and data.

- I. Acquire and distribute food to impacted populations in a manner that complies with all applicable federal, state, and local laws, regulations, policies, and directives.

Exhibit B
Budget

Foodbank of Santa Barbara County

Food	\$221,000
Produce	\$93,000
Vended Meals	-
Freight	\$92,000
Salaries & Related Expenses	\$1,135,000
Contract Warehouse Labor	\$75,000
Warehouse Expenses	\$384,000
General Office Expenses	-
Utilities	-
Travel & Meetings Expenses	-
Fundraising Expenses	-
Insurance, Dues, & Misc.	-
Marketing Dev & Materials	-
Business Expenses	-
TOTAL	\$2,000,000

EXHIBIT C

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

INDEMNIFICATION

CONTRACTOR/SUBRECIPIENT 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.