



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Probation Department
Department No.: 022
For Agenda Of: June 23, 2009
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required: Majority

TO: Board of Supervisors

FROM: Department *Patricia J. Stewart*
Director(s) Patricia J. Stewart, Chief Probation Officer
Contact Info: Beverly A. Taylor, Deputy Chief Probation Officer

SUBJECT: Contracts to provide meals at the Susan J Gionfriddo Juvenile Justice Center,
Villa Esperanza and Camino Floral Counseling and Education Centers (CECs)

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: N/A

As to form: No

Recommended Actions:

That the Board of Supervisors:

- A. Approve and execute the attached contract with Community Action Commission (CAC) to provide lunch meals at the Susan J. Gionfriddo Juvenile Justice Center, Villa Esperanza and Camino Floral Counseling and Education Centers for FY2009-10, with a not to exceed amount of \$317,890.
- B. Approve and execute the attached contract with the VTC Enterprises to provide dinner meals at the Susan J. Gionfriddo Juvenile Justice Center for FY2009-10 with a not to exceed amount of \$174,653.

Summary Text

During FY2007-08, the Probation Department negotiated with Community Action Commission (CAC) and Vocational Training Center (VTC) to provide lunch and dinner meals to the Santa Maria Juvenile Hall (SMJH) and the Counseling and Education Centers (CECs). The agencies agreed that CAC would provide lunch meals to the SMJH and to the CECs; and VTC would provide dinner meals to the SMJH. This arrangement was continued in FY2008-09. The attached contracts continue that arrangement through FY2009-10.

Background:

The Probation Department houses up to 120 juveniles on a daily basis at SMJH and supervises up to 66 juveniles each weekday at two CECs. Probation is responsible for providing meals to these minors. Probation has periodically requested bids to provide meals at the facilities. The cost of providing meals is partially offset by School Nutrition Lunch Program revenue. To receive this funding the meals must meet the program guidelines. Historically, as a result of the record keeping and nutritional requirements of the funding, CAC and VTC have been the only two vendors with the ability and willingness to provide meals. This was true in FY2007-08, when Probation last solicited proposals for the meal contracts. The two vendors and Probation negotiated an agreement which allowed both vendors to provide meals in FY 2007-08. The parties agreed to continue that arrangement in FY2008-09. The two contracts before you continue that agreement through FY2009-10.

Performance Measure:

School meals must provide 1/3 of the Recommended Dietary Allowances (RDA) for protein, calcium, iron, vitamin A, and vitamin C.

Meals are to contain no more than 30% of calories from total fat and 10% of calories from saturated fat.

The dinner and lunch meals, in combination with the breakfast meal shall not exceed the daily minimum caloric and nutrition standards set forth by the Corrections Standards Authority in Title 15, Article 9, Section 1461.

Contractor must maintain menu, food production and temperature records which demonstrate that the required number of food components, food items or menu items are served each given day.

Meals shall be delivered to the locations and at the times specified in the contract.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

The total FY2009-10 cost of meal contracts is \$492,543. Probation will receive \$132,891 of Federal and State School Nutrition Lunch Program revenue which will partially offset the cost of the contract. The remaining \$359,652 of the contracts will be paid by the General Fund. The contract expense, School Nutrition Lunch Program revenue, and general fund contribution are included in the Probation Department's FY2009-10 proposed budget. There will be no increased general fund cost as a result of the contracts.

Facility Impacts

CAC and VTC prepare the meals off site so there are no facility impacts.

Staffing Impacts:

Legal Positions:
0

FTEs:
0

Special Instructions:

Please send 2 fully executed originals of the contracts and 1 minute order to:
Michael Cameron, Probation Department, 117 East Carrillo Street, Santa Barbara, CA 93101

Attachments:

Attachment A: Probation Department Mandates
CAC Contract (3 originals)
VTC Contract (3 originals)

Authored by:

Jean Silva, Administrative Deputy Director

cc: CAC
VTC

Attachment A

Probation Department Mandates

GENERAL

131.5CCP; 830.5 PC; 1202.7 PC; 273a(c) (3) (A) and 273d(c) (3) (A) PC; 1203.097(c) PC; 1203.098 PC; 1203.097 (c) (1) PC; 1203.097 (C) PC; 13010-13014 PC; 6035 PC13020 PC; 3300 G C; 1020-1031.5 Government Code

CIVIL

1513 Probate Code; 1513.1 Probate Code; 1826 Probate Code; 1851 Probate Code; 1851.5 Probate Code; 7800FLC;7801 FLC; 7803 FLC;7804 FLC; 7805 FLC; 7807 FLC; 7808 FLC; 7810 FLC; 9001 FLC

JUVENILE DIVISION

A. Administrative Responsibility/Notification

1203.74 PC; 270 WIC

B. Juvenile Intake

601; 601.2; 601.3;602; 627.5; 628 WIC; 628.1 WIC; 630 WIC;631 WIC; 632 WIC; 652 WIC;652.5WIC; 653 WIC ;676.5 WIC; 777WIC;778 WIC;1404-1405 Juvenile Court Rules

C. Juvenile Investigations

200 WIC; 280 WIC; 281 WIC; 281.5 WIC; 361.2 WIC; 635 WIC; 636 WIC; 652 WIC; 653.5 WIC; 656.2 WIC; 636.1 WIC; 706 WIC; 706.5 WIC; 706.6 WIC; 707 WIC; 727.1 WIC; 727.4 WIC; 742 WIC; 781 WIC; 1499 Juvenile Court Rules Sealing Records

D. Juvenile Supervision

241.1 WIC; 366.23 WIC; 366.26 WIC; 625 WIC; 625.3 WIC; 641 WIC; 654 WIC; 654.1 WIC; 654.2 WIC; 654.3 WIC; 654.4 WIC; 654.6 WIC; 655 WIC; 725 WIC; 727 WIC; 727.1 WIC; 727.2 WIC; 727.3 WIC; 727.31 WIC; 727.4 WIC; 727.4 (d) (4) WIC; 727.6 WIC; 729 Et Esq. WIC; 729.3 WIC; 729.7 WIC; 729.8 WIC; 729.9 WIC; 730 WIC; 730.6 WIC; 730.7 WIC; 730.8 WIC; 737 WIC; 738 WIC; 740 WIC; 740.1 WIC; 742.16 WIC; 790 WIC; 793 WIC; 794 WIC; 795 WIC; 841 WIC; 1300 ET Esq. WIC; 1502.4 (a)(1) H&S; 4096 WIC; 5600.3 WIC; 11400 WIC; 11401 WIC; 11402 WIC; 11404 WIC; 10553.1 WIC; 11404.1 WIC; 11462.01(2) (C) WIC; 295(i) (2) and 298 (b) (4) PC; 296.1 (a) (3) (A) PC

INSTITUTIONS

A. Juvenile Hall

Title 15, Division 1 or Chapter 1 Standards Corrections Authority (formerly the Board of Corrections),
Subchapter 5 Minimum Standards for Juvenile Facilities

210 WIC; 850 WIC

B. Home Supervision

628.1; 840 WIC

C. Boys Camp

Title 15, Division 1 or Chapter 1 Standards Corrections Authority (formerly the Board of Corrections),
Subchapter 5 Minimum Standards for Juvenile Facilities

881 WIC; 885 WIC

D. Counseling and Education Centers

654 (c) WIC

E. Non-Secure Detention

210.1 WIC; 601 WIC; 626 WIC;

F. Medical Care Juveniles

369 WIC; 739 WIC

G. Separate Categories

284 WIC; 285 WIC; 656.2 WIC; 704 WIC; 729.7 WIC; 742 WIC; 742.20 WIC; 749.22 WIC; 749.23
WIC; 751 WIC; 826 WIC; 826.5 (a) WIC; 826.6 WIC; 827WIC; 48321 ED CODE; 56026 ED CODE;
56325 ED CODE;

ADULT DIVISION

A. Adult Investigation:

1000.5PC; 1001.20 PC to 1001.34 PC; 1001.70 PC to 1001.90 PC; 1191 PC; 1191.1 PC; 1191.2 PC; 1191.3 PC; 1202.4 PC; 1202.4(f) (3) PC; 1202.42PC; 1203 PC; 1203a PC; 1203c PC; 1203d PC; 1203.9 PC; 1203.10 PC; 1203.097(b) (3) PC; 1203.097(b) (4) PC; 1210.1 PC; 4.310 Judicial Rule; 4.411(a) (b) (c) (d) Judicial Rule; 4.411.5 Judicial Rule

B. Adult Supervision:

290(c) (1) PC; 290.4 PC; 295(i) (2) PC; 298 (b) (4) PC; 296.1 (a) (3) (A) PC; 296.1 (a) (5) (A) PC; 298(b) (3) PC; 457.1 (e) PC; 1202.7 PC; 1202.8 PC; 1203.02 PC; 1203.016 PC; 1203.044 PC; 1203.044(h) PC; 1203.045 PC; 1203.047 PC; 1203.055 PC; 1203.055(f) PC; 1203.066 PC; 1203.067 PC; 1203.076 PC; 1203.097 PC; 1203.1 PC; 1203.1(b) PC; 1203.1bb PC; 1203.1(d) PC; 1203.1(h) PC; 1203.1ab PC; 1203.1b (a) PC; 1203.1e PC; 1203.1g PC; 1203.1k PC; 1203.2 PC; 1203.2(a) PC; 1203.3 PC; 1203.4 PC; 1203.7 PC; 1203.9 (a) PC; 1203.9 (b) PC; 1203.10PC; 1203.12 PC; 1203.13 PC; 1389.6 PC; 1203.95 PC; 3075 PC to 3076 PC; 11180 PC and 11181 PC; 13020 PC

Rev 04/06

Contract Summary Form: Contract Number: BC-10-018

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (£\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 2009/10
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) 022
 D3. Requisition Number
 D4. Department Name: Probation
 D5. Contact Person: Steve DeLira
 D6. Phone: 805 692-1751

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Provide meals to the SMJH and CECs
 K3. Original Contract Amount: \$317,890
 K4. Contract Begin Date: 07/01/2009
 K5. Original Contract End Date: 06/30/2010

K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number

B1. Is this a Board Contract? (Yes/No): Yes
 B2. Number of Workers Displaced (if any): 0
 B3. Number of Competitive Bids (if any): 0
 B4. Lowest Bid Amount (if bid): \$
 B5. If Board waived bids, show Agenda Date
 B6. ... and Agenda Item Number: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶) : Yes

F1. Encumbrance Transaction Code: 1701
 F2. Current Year Encumbrance Amount: \$317,890
 F3. Fund Number: 0001
 F4. Department Number: 022
 F5. Division Number (if applicable): 02
 F6. Account Number: 7060
 F7. Cost Center number (if applicable): 02 03
 F8. Payment Terms: Net 30

V1. Vendor Numbers (A=auditor; P=purchasing): 188062
 V2. Payee/Contractor Name: Community Action Commission of Santa Barbara County
 V3. Mailing Address: 5681 Hollister Avenue
 V4. City State (two-letter) Zip (include +4 if known): Goleta, CA 93117
 V5. Telephone Number: (805) 964-8857 x142
 V6. Contractor's Federal Tax ID Number (EIN or SSN)
 V7. Contact Person: Randy Stark
 V8. Workers Comp Insurance Expiration Date: 09/01/09
 V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl): G05/24/10
 V10. Professional License Number: #
 V11. Verified by (name of County staff)
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 6/5/09 : Authorized Signature: Damon White

**COUNTY OF SANTA BARBARA
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The Community Action Commission of Santa Barbara County, having its principal place of business at 5681 Hollister Avenue, Goleta, California 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Steve DeLira at phone number (805) 692-1751 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Randy Stark at phone number (805) 964-8857 x142 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Los Prietos Boys Camp**
3900 Paradise Road
Santa Barbara, CA 93105
Attn: Steve DeLira

To CONTRACTOR: **Community Action Commission**
5681 Hollister Avenue
Goleta, CA 93117
Attn: Randy Stark

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

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

4. **TERM.** The term of this Agreement shall begin on July 1, 2009 and shall continue until June 30, 2010, unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice as set forth in Exhibit B item C and which is delivered to **Santa Maria Probation Department, 2121 S. Centerpointe Parkway, Santa Maria CA 93454, Attn: Leigh O'Neil** following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. 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.

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

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by 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.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

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

17. **TERMINATION.**

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

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **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.

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

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

24. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

~~25. COMPLIANCE WITH LAW. CONTRACTOR shall, at his sole cost and expense, comply with all~~
County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

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

28. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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Agreement for Services of Independent Contractor between the County of Santa Barbara and The Community Action Commission of Santa Barbara County.

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

COUNTY OF SANTA BARBARA

By: _____
JOSEPH CENTENO
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: Matthew Dwyer
SocSec or Tax ID Number: 95-2491790

APPROVED AS TO FORM:
DENNIS MARSHALL

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER

By: [Signature]
Deputy County Counsel

By: [Signature]
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: [Signature]
Risk Program Administrator

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EXHIBIT A

STATEMENT OF WORK

LUNCH

- 1) CONTRACTOR shall provide lunches to the Santa Maria Juvenile Hall (SMJH) seven days a week. SMJH meals will be delivered to 4263 California Blvd., Santa Maria, CA unless otherwise agreed to by COUNTY. CONTRACTOR shall provide lunches to Camino Floral Monday through Friday when school is in session (approximately 210 days per year); Camino Floral meals will be delivered to 2121 Centerpointe Parkway, Santa Maria, CA unless otherwise agreed to by COUNTY.
 - a) Lunches shall be individually packaged and delivered to SMJH between 10:30 a.m. and 10:45 a.m.
 - b) Meal counts will be called in daily by SMJH at 6:00 a.m. the day of delivery. (The minimum number of estimated meals is 110 and the maximum is 155 based on projected population.)
 - c) Lunches shall be individually packaged and delivered to Camino Floral at 11:00 a.m. Camino Floral will call in at 4:00 p.m. the day before delivery. (The minimum number of estimated meals is 30 and the maximum is 50 based on projected population.)
- 2) CONTRACTOR shall prepare and deliver lunches to Villa Esperanza, Monday through Friday when school is in session (approximately 210 days). Meals will be delivered to 4500 Hollister Avenue, Santa Barbara, CA 93110, unless otherwise agreed to by the COUNTY.
 - a) Lunches shall be individually packaged and delivered to Villa Esperanza at 11:30 a.m.
 - b) Villa Esperanza will call in meal counts at 4:00 p.m. the day before delivery. (The minimum number of estimated meals is 15 and the maximum is 25 based on projected population.)
- 3) Meals shall be prepared and delivered in compliance with the National School Lunch Program.
- 4) Menus and quantities prepared shall be based on Nutrient Standard Menu Planning, as provided by the California Department of Education School Meals Initiative (<http://www.cde.ca.gov/ls/nu/he/smi.asp>) which requires but is not limited to:
 - a) School meals must to meet one-third of the Recommended Dietary Allowances (RDA) for protein, calcium, iron, vitamin A, vitamin C and specific levels of calories.
 - b) Menus are to contain no more than 30 percent of calories from total fat and less than 10 percent of calories from saturated fat.
 - c) Contractors must maintain menu, production and temperature records, which demonstrate that the required number of food components, food items or menu items are served each given day.
 - d) Contractors must demonstrate that meals meet the nutrition standards for teens 13 to 18 years old when averaged over each week. Charts with the nutrition standards can be found in regulations 7 CFR sections 210.10 and 220.8.
- 5) Lunches are to be delivered individually pre-portioned accompanied by a spork and condiments.
- 6) CONTRACTOR shall conform to all nutritional, health and sanitation requirements of the State regulations and local ordinances.
- 7) Meals shall be prepared and remain through delivery below 41° or above 140° depending on the food being cold or hot. Temperature logs shall be maintained for all meals.
- 8) Menus should exceed the minimum diet as provided in Section 1461 of the Corrections Standards Authority (CSA) Juvenile Title 15 Guidelines including but not limited to:

- a) The vendor must have demonstrated ability to provide therapeutic diets as prescribed by a physician. The therapeutic diets shall be planned, prepared, and served with the consultation of a registered dietitian.
 - b) Menus shall be approved by a registered dietitian before their use. Menus, as planned and including changes, shall be evaluated by a registered dietitian at least annually.
 - c) Menus should exceed the minimum diet as provided in Section 1461 of the Corrections Standards Authority (CSA) Juvenile Title 15 Guidelines in order to satisfy the caloric needs of juveniles. Dinner portion quantities shall provide between 650 and 700 calories while limiting total fat to 30% of calories and saturated fat to 10% of calories.
 - d) The dinner meal shall, in combination with breakfast and lunch, shall exceed the minimum the daily caloric standards set forth in Title 15, Article 9.
- 9) Menus shall be planned at least five (5) weeks in advance of use.
- 10) CONTRACTOR will maintain menu, meal production and temperature records and retain said records for one year.
- 11) All menu changes, holiday changes, and field trips must be requested of CONTRACTOR by COUNTY two (2) weeks in advance.
- 12) CONTRACTOR shall submit to the COUNTY's designated representative copies of menus of meals to be served during each 5 week cycle at least five (5) days prior to the first day the subsequent cycle commences to the designated representative and such other people as he directs. CONTRACTOR must be willing to negotiate any changes requested in menus by consulting nutritionist or project director. Menus may be subject to change to utilize surplus foods and in-season fruits and vegetables.
- 13) CONTRACTOR will assume liability for meals for foodstuffs that do not meet nutritional requirements, are spoiled or unwholesome at time of delivery or otherwise do not meet the requirements of the contract.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$317,890.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in EXHIBIT B-1 (Schedule of Fees). Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation specified in EXHIBIT A.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice in triplicate or certified claim on the County Treasury for the service performed over the period specified and supported by one copy of daily delivery tickets. These invoices or certified claims must cite the assigned Board Contract Number. The invoices or claims shall be sent to Santa Barbara County Probation, 2121 S. Centerpointe Parkway, Santa Maria, CA 93455-1332. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly reimbursement claim for each COUNTY fiscal year during the term of this Agreement. The submission of the aforementioned audit report and management letter shall be a precondition for payment of the first monthly claim for each COUNTY fiscal year.
- F. CONTRACTOR agrees to reimburse the COUNTY for any audit findings, disallowances or penalties in the State and Federal Nutrition Lunch and Breakfast Meal Reimbursement Program that result from failure, on the CONTRACTOR's part to conduct the program in compliance with State and Federal regulations.
- G. CONTRACTOR agrees to notify COUNTY by Jan 1, 2010 of any rate changes for the next Fiscal Year (July 1, 2010 – June 30, 2011). If notification of rate change is not received by Jan. 1, 2010, COUNTY may, at COUNTY's option, renew this agreement for the next fiscal year at the current fiscal year's rates.

EXHIBIT B-1

SCHEDULE OF FEES

Site	Meal	Cost per meal	Est. # of meals per meal	# of meal days in period	Cost
Villa Esperanza CEC	Lunch	\$3.95	25	260	25,675
SM Juvenile Hall	Lunch	\$4.20	155	365	237,615
Camino Floral CEC	Lunch	\$4.20	50	260	54,600
Total CAC Contract:					<u><u>317,890</u></u>

The Total Contract Cost is a not-to-exceed amount; CONTRACTOR shall be paid only for meals actually ordered by COUNTY and delivered by CONTRACTOR pursuant to this Agreement.