



AGREEMENT FOR SERVICES: PPH – County of Santa Barbara Public Health 2020

This Agreement (“Agreement”) is made and entered into on the date executed by the parties (the “Effective Date”), by and between County of Santa Barbara Public Health (“Contractor”) having an address at 300 North San Antonio Road, Santa Barbara, CA 93110, and Human Impact Partners (“HIP”), a California non-profit public benefit corporation, having an address at 304 12th Street, Suite 2B, Oakland, CA 94607. Subject to the terms of this Agreement, HIP desires to engage the services of Contractor and Contractor desires to provide services for the benefit of HIP.

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Description. Contractor shall perform for HIP the services set forth in the attached "Scope of Work" as a participant in the Power-building Partnerships for Health project.

2. Term.

2.1 Term of Agreement. This Agreement shall commence on January 1, 2020 hereof and shall continue until December 31, 2020 unless terminated prior thereto in accordance with the terms of this Agreement.

2.2 Renewal. This Agreement may be renewed on such terms as are agreed to by the parties in writing.

3. Independent Contractor. Notwithstanding anything herein to the contrary, Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Nothing contained herein shall be deemed to create a partnership. Under no circumstances shall Contractor look to HIP as Contractor's employer and Contractor will not participate in any employee benefits. Except as specifically provided herein, neither party has any authority to bind the other party to any third party or otherwise to act as the agent or representative of such other party. Contractor shall pay all federal and state taxes, including, without limitation, income and employment taxes assessed on sums paid to and by Contractor, and Contractor shall timely and properly file appropriate tax returns with respect to all of Contractor's activities performed under this Agreement.

4. Contractor Representations. Contractor hereby covenants, represents and warrants to HIP that (i) Contractor has the technical expertise and general skills necessary to perform competently and professionally the Services in accordance with this Agreement, (ii) Contractor is not a party to or bound by any agreement, obligation or understanding which restricts or limits in any way Contractor's right to enter into this Agreement or Contractor's right or ability to perform Contractor's obligations under this Agreement, (iii) Contractor shall not use

the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Contractor's obligations under this Agreement, (iv) Contractor has the necessary equipment, facilities and workers to perform Contractor's obligations under this Agreement, and (v) Contractor is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable laws, regulations and other legal standards, including maintaining at all times all permits, licenses and other governmental approvals that may be required in connection with its performance under this Agreement.

5. Compensation of Contractor.

5.1 Contractor Fee. HIP shall pay to Contractor an amount not to exceed \$20,000 (the "Payment"), subject to the receipt of an invoice for this amount no later than 12/31/2020.

5.2. Expenses. HIP shall not reimburse Contractor for any expenses or costs incurred by Contractor.

6. Indemnification.

6.1 Indemnification of HIP. Contractor shall indemnify, defend and hold HIP harmless from any and all costs, claims, losses and/or damages, of whatever kind and nature, arising from, out of or in connection with the negligence or willful misconduct by Contractor in the performance or non-performance of its obligations under this Agreement, including but not limited to reasonable attorneys' fees incurred by HIP in defending itself from any and all such claims.

7. Confidential Information.

7.1 Nondisclosure of Confidential Information. Contractor agrees that it will not, without first receiving written authorization signed by an officer or director of HIP, during the term of this Agreement or at any time after the termination of this Agreement, remove from HIP's premises or otherwise divulge to any other person or entity the contents of any records or any other information of any kind relating to the business of HIP, including but not limited to (i) donor and customer lists, telephone numbers and other information pertaining to donors and customers; (ii) finances plans, or other information relating to the operation of HIP; and (iii) other private and confidential information which is a unique asset of HIP or information which, if known to competitors or others outside of HIP, would be harmful to HIP.

7.2 Delivery of Confidential Information. Contractor agrees to deliver to HIP upon termination of this Agreement any and all such information in any form then in its possession or under its control. Contractor acknowledges that such information is confidential and is the sole property of HIP. The foregoing restrictions on disclosure of confidential information shall not apply to disclosures required to be made to any public body or other regulatory agency governing the activities of HIP or Contractor.

7.3 Breach of Confidentiality. Contractor acknowledges that a breach of this Section 7 may result in irreparable and continuing damage to HIP and the business of HIP for which there will be no adequate remedy at law and agrees that, in the event of any breach or threatened breach of said paragraph, HIP shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of agreement and such

other and further relief as may be proper. In addition to other damages awarded, HIP shall be entitled to a judgment for court costs and reasonable attorneys fees.

8. Termination, Survival of Provisions.

8.1 Termination for Convenience. HIP may terminate this Agreement without cause by providing Contractor with thirty days written notice. If HIP terminates this agreement pursuant to this Section 8.1, it shall pay Contractor for the services to the termination date.

8.2 Termination for Wrongdoing. HIP may terminate this Agreement, without payment or compensation of any kind to Contractor, at any time upon written notice to Contractor, if HIP, in its reasonable judgment believes that Contractor or its agents, employees or representatives have (i) made any material misrepresentations with respect to HIP, its activities or any other material matter subject to this Agreement; (ii) committed a felony or misdemeanor in connection with any activities; (iii) otherwise conducted its activities in a manner or method which causes or could cause public disparagement of HIP's good name or goodwill including but not limited to failing to provide mutually agreed upon deliverables according to mutually agreed upon timelines; or (iv) disclosed confidential information in violation of Section 7 of this Agreement.

8.3 Survival of Certain Provisions. The provisions of Sections 6 and 7 shall survive expiration or termination of this Agreement for any reason.

9. Notice to Parties to Agreement. Wherever under this Agreement a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making same and it shall be deemed sufficient notice and service thereof when (i) such notice is personally delivered, (ii) five days following deposit in U.S. Mail registered or certified, postage prepaid to the parties at the addresses below, or (iii) one day following deposit with a bonded overnight courier, fees prepaid, to the parties at the addresses below.

Notices to HIP should be addressed to:

Shannon Tracey
Human Impact Partners
304 12th Street, Suite 2B
Oakland, CA 94607

Notices to Contractor should be addressed to:

County of Santa Barbara Public Health
Attn: Suzanne Jacobsen, Chief Financial Officer
300 North San Antonio Road
Santa Barbara, CA 93110

10. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any portion of this Agreement is held be unenforceable, such portions shall not limit or otherwise modify or affect any other portions of this Agreement.

11. Benefit. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. Assignment. This Agreement may not be assigned by either party without the express written consent of the other.

13. Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise altered, except by written consent signed by both parties.

14. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

15. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

16. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

17. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

18. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

19. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date written.

Human Impact Partners

County of Santa Barbara Public Health

By: _____

By: _____

Dated: _____

Dated: _____

Title: Co-Director

Title: Director

Scope of Work

Contractor shall complete the following deliverables to advance the Powerbuilding Partnerships for Health project:

1. Participate in regular Powerbuilding Partnerships for Health (PPH) collaboration meetings
2. Develop and begin to implement a proposed scope of work to collaboratively help deepen Santa Barbara County Health Department's support of farmworker and immigrant health
3. Participate in interviews or focus groups by Human Impact Partners and/or the Public Health Alliance of Southern California to share reflections, lessons learned and recommendations moving forward
4. Review and provide feedback on a draft case study describing partnership
5. Share relevant organizational and partnership updates and resources on topics including: task force or work group collaboration, research conducted, awareness raising and utilization of SBCPHD's complaint line, and implementation or institutionalization activities