AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND FOOD BANK

THIS AGREEMENT made and entered into on _____, 2012 by and between **San Luis Obispo County** (hereinafter referred to as the "County") and **Food Bank** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Preventive Health Grant Program, using funds from the 1998 tobacco industry lawsuit and settlement (Tobacco Settlement), provides funding for programs/projects that promote the health and well-being of the community, encourage behaviors and activities that focus on preventing disease, and enable County residents to reach and maintain optimal health stability and independence; and

WHEREAS, the Community Based Organization Grant Program makes funds available to non-profit organizations for programs and services that support and complement (not duplicate) the efforts of the County=s health and human service departments; and

WHEREAS, the Community Based Organization and Preventive Health Grant Review Committee (CBO/PHG) recommended that the Board of Supervisors fund 58 community based organizations and preventive health grant projects in fiscal year 2012-13 and

WHEREAS, the Board of Supervisors approved funding of the Contractor's **Food distribution to the needy program** by adopting the budget on June 19, 2012.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: The Contractor shall perform and complete the activities contained in the Scope of Work (Exhibit A) attached to this agreement.

2. PURPOSE: The Contractor agrees that the primary purpose of this grant is to provide funding for programs/programs that benefit the public by promoting the health and well-being of the community, encouraging behaviors and activities that focus on preventing disease, and enabling County residents to reach and maintain optimal health stability and independence.

3. TERM OF AGREEMENT: The term of this agreement shall be for 12 months, beginning **July 1, 2012 and ending June 30, 2013.** The agreement may be extended by 90 days if the Contractor and County agree in writing. The Board of Supervisors expressly grants to the County Administrator for San Luis Obispo County the authority to extend the Agreement pursuant to this Section as long as the change does not increase the maximum dollar amount of this Agreement or any other burden of the County under this Agreement.

4. GRANT: The County hereby agrees to transfer to Contractor, as a **Community Based Organization** grant, $**100,000** to complete all tasks and activities contained in Exhibit A. Program/project funding shall not be used to supplant existing operations not related to the project but must be used to support the project as proposed in Exhibit A.

Contractor understands and agrees that said grant is for the amount specified herein and the County has no obligation to award further, additional or ongoing grants beyond the term of this agreement.

5. REPORTING: The Contractor shall prepare and submit an annual report within sixty (60) days after the end of the grant period (see #3 - Term of Agreement), and should include the following: 1) final comparison of the approved project budget to actual expenditures, 2) actual program results reported in meaningful, measurable terms, and 3) this report shall be signed and dated by the project program manager. The Contractor shall provide at the County=s request any other required or needed reports. The Contractor shall allow members of the Health and Human Services Grant Review Committee to conduct a site visit regarding the project or program.

   Should Contractor fail to expend the grant funds in the project as proposed in Exhibit A, County may, at its option, require Contractor to repay all or any portion of the funds not expended in the project or improperly expended.

6. EQUIPMENT: If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, the Contractor agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Contractor utilizing the same equipment.

7. ADMINISTRATIVE PROVISIONS: Notwithstanding anything herein to the contrary, the Contractor is subject to the provisions of the applicable state and local laws and the Contractor=s Articles of Incorporation and Bylaws.

8. ACCOUNTING: The Contractor shall comply with all applicable accounting regulations and standards.

9. AUDITS:

   A. The Contractor shall maintain such records and accounts in accordance with general accounting practices. In addition, the Contractor shall maintain such records and accounts as may be required by the County. County may require Contractor, at its sole expense, to have its records and accounts audited annually by an accountant licensed by the State of California and approved in advance by said Auditor-Controller, and to present said audit to the County within thirty (30) days after the completion of the audit. County may make its own audit of Contractor=s records and accounts at any time, if County so desires. Financial records should clearly demonstrate that the grant funds have been spent for the intended grant purpose within the scope of work (Exhibit A).

   B. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and Contractor hereby agrees that all such records and instruments are available to the County. All State and Federal tax returns of Contractor insofar as this

Agreement is concerned shall also be made available to the County for accounting purposes if requested.

10. INDEMNIFICATION: Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, attorney=s fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent Agreements directly responsible to Contractor, including, but not limited to the following:

A. Violation of statute, ordinance, or regulation

B. Professional malpractice

C. Willful, intentional or other wrongful acts or failures to act

D. Negligence or recklessness

E. Furnishing of defective or dangerous products

F. Broad Form Property Damage (including Completed Operations)

G. Premises Liability

H. Strict Liability

I. Inverse Condemnation

J. Violation of Civil Rights

K. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effort.

11. INSURANCE: Contractor shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which 1) have a Best=s rating of no less than B+VIII, and 2) are admitted insurance companies in the State of California.

A. Comprehensive General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Agreement, Comprehensive General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of $1,000,000; and include the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned and non-owned vehicles.
4. The following endorsements must be provided in the CGL policy:

a. If the insurance policy covers on an Aaccident@ basis, it must be changed to Aoccurrence@.
b. The policy must cover personal injury as well as bodily injury.
c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
d. The County of San Luis Obispo, its officers, employees, and agents shall be named insured under the policy, and the policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance, will be called upon to contribute to a lost hereunder. Nothing contained in this Agreement shall be construed to require Contractor's insurance to indemnify County in contravention of Insurance Code 11580.04.
e. Self-insurance can be substituted for a commercial policy, the same provisions shall apply.

B. Worker=s Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for Worker=s Compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement.

C. The following requirements apply to all insurance to be provided by Contractor:

1. A certificate of insurance shall be furnished to County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

2. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County.

3. Approval of the insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor=s services or operations pursuant to this Agreement.

4. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

12. NON-DISCRIMINATION: Contractor shall not discriminate against any person or class of persons in violation of any and all federal, state and local non-discrimination laws.

13. COMPLIANCE WITH ALL LAWS: Contractor agrees to abide by all laws and regulations applicable to the expenditure of County grant funds, including but not limited to, the audit of the expenditure of these funds for compliance with regulations and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.

14. SEVERABILITY: The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

15. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.

16. LAW: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretations of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.

17. VENUE: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained herein and no other Agreement or oral discussions prior to entering into this Agreement.

19. NO WAIVER: The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.

20. HEADINGS: The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.

21. NON-ASSIGNMENT OF AGREEMENT: This Agreement is intended to secure specialized services of Contractor and thus Contractor shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of the County, and any such assignment, transfer, delegation or sublet without the County=s prior written consent shall be considered null and void.

22. NOTICES: Any notices, demands or communication, under or in connection with this Agreement may be served upon County by personal service, or by mailing the same by regular mail and directed to County at:

County of San Luis Obispo
Administrative Office
1055 Monterey Street, D430
San Luis Obispo CA 93408
ATTN: Nikki J. Schmidt

and may be likewise served on Contractor at:

Food Bank
PO Box 2070
Paso Robles CA 93447
ATTN: Carl Hansen

IN WITNESS WHEREOF, the County has executed this Agreement and the Contractor has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized office, all as of the day and year first above written.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: _____

AUTHORIZED BY BOARD ACTION

_____, 2012

ATTEST

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT
WARREN R. JENSEN
County Counsel

By: _____
Assistant County Counsel
Chief Deputy

Date: 7.25.2012

Applicant: Food Bank Coalition of SLO C.
By: Carl R. Hansen
Print Name: CARL R. HANSEN
Title: EXECUTIVE DIRECTOR

Applicant: Food Bank Coalition of SLO
By: Ann Robb
Print Name: Ann Robb
Title: Board Secretary

Exhibit A
Scope of Work
FY 2012-13

Requested Grant Funds in Fiscal Year 2012-13

Program/Project Summary: Senior Brown Bag, Agencies, Harvest Bag, CalFresh

Goal/Objective	Major Tasks/Outputs (in order to achieve goal)	Timeline/Outcomes
Senior Brown Bag: To maintain increased levels of service experienced in 2011-2012.	1a - Continue uninterrupted service to 15 Brown Bag sites. 1b – To develop 10 more volunteers willing to take food bags for home deliveries to shut-ins.	August 2012 through July of 2013
Agencies Program: To better provide resources to agencies that will help them improve the safety and efficiency of their emergency food programs.	2a – To improve food safety awareness through 100% participation in online safety certification of at least one leader at each agency. 2b – To increase monitoring support of agencies by increasing frequency of visits to every 18 months (from 24 mo.) to assure their needs are met, they are aware of Food Bank resources, and they benefit fully from Food Bank relationship.	August 2012 through July of 2013
Harvest Bag Program: To better serve Harvest Bag recipients with more fresh produce as a percentage of total pounds distributed.	3a – To increase produce to 47% of content of bags distributed. 3b – To lower costs of Harvest Bag distributions by consolidating sites in North County with other programs, and increasing service at South County sites.	August 2012 through July of 2013

CalFresh Outreach: To train more volunteer support for Food Stamp Outreach, and help increase by 10% the number of CalFresh participants in SLO County.	4a – Advertise for bi-lingual volunteers to help in CalFresh outreach interview with the goal of at least one person to assist our CalFresh coordinator on a regular basis.	August 2012 through July of 2013
Program/Project OUTPUTS:		
See table above, column 2.		
Program/Project OUTCOMES:		
To maintain increased levels of service in response to more need for food in San Luis Obispo County (serving 10% more individuals than in 2010), including increased levels of fresh produce (up to 47%). To provide long-term food assistance for low-income residents by helping to increase by 10% the number of CalFresh participants in SLO County.		

PROGRAM BUDGET REQUEST FORM

	Project Expense	Grant Budget Requested	Other Funding Available* Amount & source
I. PERSONNEL EXPENSES (associated with the proposed project)			
Brown Bag Program	78,000	10,000	68,000
Distribution to Agencies	98,000	22,500	75,500
Harvest Bag Program	29,000	2,500	26,500
CalFresh Outreach Program	18,000	5,000	13,000
Subtotal – Personnel Expenses	223,000	40,000	183,000
II. OPERATING EXPENSES (associated with the proposed project)			
Brown Bag Program Costs	78,000	20,000	58,000
Agencies Program Costs	383,400	20,000	363,400
Harvest Bag Program Costs	138,000	15,000	123,000
CalFresh Outreach Costs	68,000	5,000	63,000
Subtotal – Operating Expenses	667,400	60,000	607,400
III. INDIRECT @22% OF PERSONNEL	49,060		49,060
Total Grant Project Expenses	939,460	100,000	839,460 NS