

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Administrative Office		(2) MEETING DATE August 15, 2006		(3) CONTACT/PHONE Nikki J. Schmidt (805) 781-5496	
(4) SUBJECT Submittal of an agreement with the Food Bank Coalition of San Luis Obispo County for Other Agency Grant Funds for Fiscal Year 2006-07.					
(5) SUMMARY OF REQUEST During the 2006-2007 Budget Hearings, your Board approved funding for organizations within the Other Agency Request section of Fund Center 106 - Contribution to Other Agencies. The agreement with the Food Bank Coalition of San Luis Obispo County is being presented for approval by your Board. As necessary, other agreements will be placed on future agendas as they are finalized.					
(6) RECOMMENDED ACTION That the Board approve the agreement with the Food Bank Coalition of San Luis Obispo County for Other Agency grant funds.					
(7) FUNDING SOURCE(S) Fund Center 106 – Contributions to Other Agencies		(8) CURRENT YEAR COST \$80,000		(9) ANNUAL COST N/A	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Various non-profit organizations are included in the list of grant recipients. County Counsel has reviewed and signed the agreements.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <i>OK - Jim Grant</i>					

*8-15-06
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County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



TO: BOARD OF SUPERVISORS

FROM: NIKKI J. SCHMIDT, ADMINISTRATIVE ANALYST

DATE: AUGUST 15, 2006

SUBJECT: SUBMITTAL OF AN AGREEMENT WITH THE FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY FOR OTHER AGENCY GRANT FUNDS FOR FISCAL YEAR 2006-07

DAVID EDGE
COUNTY ADMINISTRATOR

Recommendation

It is recommended that your Board approve the agreement with the Food Bank Coalition of San Luis Obispo County for Other Agency grant funds and instruct the Chairperson to sign.

Discussion

During the 2006-2007 Budget Hearings, your Board approved funding for organizations within the Other Agency Request section of Fund Center 106 - Contribution to Other Agencies. The agreement with the Food Bank Coalition of San Luis Obispo County is being presented for approval by your Board. As necessary, other agreements will be placed on future agendas as they are finalized.

Other Agency Involvement/Impact

Various non-profit organizations are included in the list of grant recipients. County Counsel has reviewed and signed the agreements.

Financial Considerations

During the budget process, your Board approved grant funding of \$1.1 million for the Other Agencies Request section of Fund Center 106 - Contribution to Other Agencies. The agreement with the Food Bank Coalition is for \$80,000.

Results

This financial support will assist non-profit agencies in providing essential services to County residents that are not provided by the County or provide a service that contributes to the health, economic, and social well-being of County residents.

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**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY**

THIS AGREEMENT, made and entered into on _____, 2006 by and between SAN LUIS OBISPO COUNTY (hereinafter referred to as the "County") and **Food Bank Coalition of San Luis Obispo County** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, Applicant has applied to County for a grant of County funds for the project detailed in the scope of work (Exhibit "A") attached hereto; and

WHEREAS, the County finds that the project is eligible for a County Grant of County funds as a local community project; and

WHEREAS, the Board of Supervisors approved funding of the Contractor's **food acquisition and distribution to the needy, children and seniors** by adopting the budget on June 27, 2006.

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 projects/programs that benefit the public by enhancing the economic, environmental and social quality of life in San Luis Obispo
3. TERM OF AGREEMENT: The term of this agreement shall be for 12 months, beginning July 1, 2006 and ending June 30, 2007. 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 grant of County funds, **\$80,000** 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.

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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 based on information contained in the attached Exhibit A. This report shall be signed and dated by the project program manager. County reserves the right to request additional reports during the course of the Agreement year.

Should Contractor fail to expend the grant funds on 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).

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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:

1. Violation of statute, ordinance, or regulation
2. Professional malpractice
3. Willful, intentional or other wrongful acts or failures to act
4. Negligence or recklessness
5. Furnishing of defective or dangerous products
6. Broad Form Property Damage (including Completed Operations)
7. Premises Liability
8. Strict Liability
9. Inverse Condemnation
10. Violation of Civil Rights
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California

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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 "hold 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 "accident" basis, it must be changed to "occurrence".
 - 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

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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.

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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

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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 communications, 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 serviced on Contractor at:

Food Bank Coalition of San Luis Obispo County
PO Box 2070
Paso Robles, CA 93446
ATTN: Carl Hansen

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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

_____, 2006

ATTEST

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT

JAMES B. LINDHOLM, JR.
County Counsel

By: *Patricia [Signature]*
Deputy County Counsel

Applicant: FOOD BANK COALITION OF SLOCO.
By: *Carl Hansen*
Print Name: CARL R. HANSEN
Title: EXECUTIVE DIRECTOR

Date: 7/31/06

Applicant: FOOD BANK COALITION OF SLOCO.
By: *Sally Coons*
Print Name: SALLY COONS
Title: BOARD MEMBER,
FINANCE COMMITTEE CHAIR

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EXHIBIT A

EXHIBIT A SCOPE OF WORK

Project Summary:

Food Bank Coalition of San Luis Obispo County
PO Box 2070
Paso Robles CA 93447

The Food Bank Coalition of San Luis Obispo County is a non-profit organization dedicated to feeding the needy of San Luis Obispo County. Last year the Food Bank distributed approximately 2.7 million pounds of food to the children, seniors, the working poor, low-income, single mothers and other needy residents of the county. It has been estimated by the California Food Policy Advocates that there are 15,000 food-needy adults (the total of food-needy children was not calculated) in the County, a substantial portion of which benefit from one or more contacts with Food Bank distribution agencies or sites during the course of a year. In 2004, the Food Bank distributed 2.7 million pounds, or more than \$4,027,000 worth of food, to the needy in San Luis Obispo County. The Food Bank differs from other food distribution organizations in the County in that it provides an economical source of charitable food to a large number of community-based agencies, including Atascadero Loaves and Fishes and the Senior Nutrition Program, as well as distributing food directly to residents of the County through the USDA and Brown Bag Programs.

The \$80,000 in County funds requested will be used to continue the direct distribution of food to the needy through the Brown Bag Program and indirect distribution through agencies, churches, food pantries and residential and other programs to needy residents of San Luis Obispo County

Goals and Tasks:

Goal #1 - To continue the distribution of food directly to low-income residents and senior citizens by subsidizing operations of the Brown Bag Program to maintain distributions at the 2004-05 levels.

Task 1A-- To purchase food utilized for distribution in the Brown Bag Program

Date: August 2006 through July 2007

Task 1B-- To subsidize operating expenses for the Brown Bag Program that are not otherwise funded from other sources

Date: August 2006 through July 2007

Goal #2 - To continue the distribution of food directly to low-income individuals and households by subsidizing operations of the distribution to pantries program at the current level to maintain and increase as much possible the distribution of food to agency pantries throughout the county.

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Task 2A-- To purchase food utilized for the distribution to pantries program

Date: August 2006 through July 2007

Task 2B-- To subsidize operating expenses of the distribution to pantries program that are not otherwise funded from other sources

Date: August 2006 through July 2007

Results:

Output Measures--

Brown Bag Program - 8,000+ service incidents per year to senior citizens throughout San Luis Obispo County, entailing the delivery of between 320,000 and 340,000 pounds of food.

Distribution to Pantries Program - between 1.1 and 1.3 million pounds per year to agencies serving children, senior citizens and the needy throughout San Luis Obispo County.

Outcome Measures—

Brown Bag Program: The average of 460+ senior citizen households/individuals monthly receiving food from the Brown Bag Program each month will have benefited significantly by continuing to obtain monthly supplements to their basic food supplies, and they will have benefited through the additional nutritional intake which the additional food represents.

Distribution to Pantries Program: This program provides an estimated 15,000-20,000 service incidents to children, senior citizens and the needy of San Luis Obispo County, and the benefit to be received by these recipients as the result of the funding by the County Board of Supervisors' grant is a continuation of food supplies flowing from the Food Bank into their households where short-term or continuing need for food is an important fact.

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Contract Budget - FY 2006-07

BUDGET REQUEST FORM

	Project Expense	Grant Budget Requested	Other Funding Available*
I. PERSONNEL EXPENSES (associated with the proposed project)	\$132,145	\$ 40,000	\$92,145
Benefits @ <u> NONE </u> %			
Subtotal - Personnel Expenses	\$132,145	40,000	92,145
II. OPERATING EXPENSES (associated with the proposed project)			
Food Procurement Costs	\$ 50,107	20,000	30,107
Brown Bag Program Costs	14,345		14,345
Distribution to Pantries Costs	90,506	20,000	70,506
Subtotal- Operating Expenses	\$154,958	40,000	114,958
III. INDIRECT @ <u>20%</u> of Personnel	26,429		26,429
Total Grant Project Expenses	\$313,532	80,000	233,532

* List in this column all agency funds available to support the project. Indicate with an "I" next to the amount that are in-kind. Indicate with an "NS" next to the amount that are not yet secured.

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