

ORIGINAL

Food Bank of El Dorado County

Food Waste Prevention and Rescue Grant Program

FUNDING AGREEMENT #3883

THIS FUNDING AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Food Bank of El Dorado County, a non-profit food assistance agency duly qualified to conduct business in the State of California, whose principal place of business is 4550 Business Drive, Cameron Park, California 95682 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has been awarded Grant Number FW2-17-0009, 2017-18 Food Waste Prevention and Rescue Grant Program (hereinafter referred to as "Grant"), from the California Department of Resources Recycling and Recovery (hereinafter referred to as "CalRecycle") to implement a food waste prevention and rescue program;

WHEREAS, County has partnered with Contractor to purchase equipment to expand collection and distribution of rescued food from donors to communities in need, and develop a food rescue public announcement and flyer to encourage food facilities to donate their unused food;

WHEREAS, Contractor represents that it is willing and able to perform the activities set forth herein;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Purpose: The purpose of this Funding Agreement is to serve as a reimbursement mechanism for grant funds awarded to County by CalRecycle under the 2017-18 Food Waste Prevention and Rescue Grant Program. Contractor is a participant in this grant program and will be reimbursed as outlined in Exhibit B.

ARTICLE II

Scope of Services: Contractor agrees to furnish personnel, equipment and services to carry out those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 2010 applications (specifically MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XI, Default, Termination, and Cancellation, herein.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on April 1, 2021.

ARTICLE IV

Compensation for Services: Contractor shall procure the items necessary to implement the Grant work plan developed by County and Contractor, in accordance with the allocated amounts in Exhibit B, marked "Grant Budget and Expenditures," incorporated herein and made by reference a part hereof. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the purchases and services rendered.

The total amount of this Agreement shall not exceed \$277,140.00, inclusive of all costs and expenses.

Contractor acknowledges that any expenditures in excess of the allocated amount listed above, unless otherwise approved and authorized by County and CalRecycle will not be reimbursed. Any subsequent budget modifications will be provided to County during the Grant reporting periods and will not require an amendment to this Agreement.

Contractor shall prepare and provide County with quarterly invoices for all purchases and services procured or provided by Contractor for the duration of this Agreement. Contractor shall only be reimbursed for the expenses detailed in Exhibit B and shall not modify the items or exceed the amounts specified without prior written approval from County. Additionally, County will not reimburse Contractor for any purchases or services provided that are determined ineligible by CalRecycle.

Contractor shall be responsible for tracking and reporting any remaining funds for the items listed above and shall provide this data to County with each quarterly invoice. County will reimburse Contractor on a quarterly basis following initial approval of County's payment request by CalRecycle.

Quarterly invoices shall be mailed to County, with a copy emailed to County's Contract Administrator, and shall include the following:

- Copy of any contracts or purchase orders;
- Proof of receipt or delivery;
- Quarterly amount invoiced;
- Rolling total of amount invoiced to date within the Grant by category; and
- Breakdown of the cost elements sufficient for County to seek reimbursement from CalRecycle.

Invoices shall be mailed to County at the following address:

County of El Dorado
 Environmental Management Department
 2850 Fairlane Court
 Placerville, CA 95667
 Attn.: Tom Meyer
 Administrative Analyst

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XI, Default, Termination, and Cancellation, herein.

ARTICLE V

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Environmental Management Department
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Greg Stanton
 Director
 Environmental Management
 Department

With a copy to:

County of El Dorado
 Chief Administrative Office
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Food Bank of El Dorado County
4550 Business Drive
Cameron Park, California 95682

Attn.: Mike Sproull, Executive Director

or to such other location as Contractor directs.

ARTICLE VI

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VII

Ownership of Rights: Contractor shall provide copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Contractor hereby grants to County and CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for non-profit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

ARTICLE VIII

Audits and Inspections: Contractor shall, and upon request, permit County, CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representatives, to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

Contractor shall be subject to an audit by County or its authorized representative to determine if the funds received by Contractor were utilized as provided by this Agreement. If, after audit, County makes a determination that funds provided to Contractor pursuant to this Agreement were not spent in conformance with the Agreement or any other applicable provisions of law, Contractor agrees to immediately reimburse County all funds determined to have been expended not in conformance with said provisions.

Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE V, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XI, Default, Termination, and Cancellation, herein.

ARTICLE XIII

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees, and representatives; and the State and CalRecycle and their officers, agents, and employees, harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance

maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XV

Compliance: County is relying on a state grant for funding of the equipment to be provided herein. As a requirement of the state grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. Contractor shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. Contractor shall maintain compliance with such requirements throughout the Agreement. Contractor shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement.

ARTICLE XVI

Force Majeure: No party shall be in default if performance of any obligation hereunder is rendered impossible or impracticable solely by unforeseen and supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements. If Contractor's full performance is rendered impossible or impracticable, Contractor will accept as full compensation a proportionate payment for work completed.

ARTICLE XVII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Environmental Management Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVIII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XIX

Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to the Grant is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all Grant monies are to be expended.

ARTICLE XX

Forfeit of Grant Funds/Repayment of Funds Improperly Expended: If Grant funds are not expended, or have not been expended, in accordance with the Grant Agreement, or if real or personal property acquired with Grant funds is not being used, or has not been used, for Grant purposes in accordance with the Grant, County may take appropriate action under the Grant, at law or in equity, including requiring Contractor to forfeit the unexpended portion of the Grant funds, including, but not limited to, the ten percent (10%) withholding amount, and/or to repay to County and/or CalRecycle any Grant funds improperly spent.

ARTICLE XX

Real and Personal Property Acquired with Grant Funds

- A. All real and personal property, including equipment and supplies, acquired with Grant funds shall be used by Contractor only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether Contractor continues to receive Grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with Grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the Grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- B. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with Grant funds, including all equipment and supplies, shall vest upon acquisition in Contractor. Contractor may be required to execute all documents required to provide CalRecycle and County with a security

interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this Grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the Grant funds, unless pre-approved in writing by CalRecycle's Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Contractor shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this Grant condition.

- C. Contractor may not transfer Title to any real or personal property, including equipment and supplies, acquired with Grant funds to any other entity without the express authorization of CalRecycle.
- D. CalRecycle will not reimburse Contractor for the acquisition of equipment that was previously purchased with CalRecycle Grant funds, unless the acquisition of such equipment with Grant funds is pre-approved in writing by CalRecycle's Grant Manager. In the event of a question concerning the eligibility of equipment for Grant funding, the burden will be on Contractor to establish the pedigree of the equipment.

ARTICLE XXI

Assignment, Successors, and Assigns:

- A. This Agreement may not be assigned by County, either in whole or in part, without County's prior written consent.
- B. The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, County, and their respective successors and assigns.

ARTICLE XXII

Americans with Disabilities Act: Contractor assures the state that it complies with the American with Disabilities Act of 1990 (ADA) (42 United States Code Section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ARTICLE XXIII

Child Support Compliance Act: For any agreement in excess of one hundred thousand dollars (\$100,000), Contractor acknowledges that:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.;

B. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE XXIV

Drug-Free Workplace: Contractor shall comply with Government Code Section 8350.

ARTICLE XXV

Generally Accepted Accounting Principles: Contractor is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

ARTICLE XXVI

Workers' Compensation: Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance.

ARTICLE XXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Director, Environmental Management Department, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 11/17/2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 11/17/2020

--FOOD BANK OF EL DORADO COUNTY--

By: 
Mike Sproull
Executive Director
"Contractor"

Dated: 10 15 2020

Food Bank of El Dorado County

Exhibit A

Scope of Services

Contractor shall, to the satisfaction of County's Environmental Management Department, perform the following services and be compensated as outlined herein.

Contractor shall perform all tasks and deliverables included herein, and as a participant to the 2017-18 Food Waste Prevention and Rescue Grant Program, Grant Number FW2-17-0009 (Grant), shall comply with all Terms and Conditions, Procedures and Requirements, and reporting as stipulated in the Grant.

The budget assumptions included in Exhibit B, Grant Budget and Expenditures, of this Agreement, are contingent upon the State of California's Department of Resources Recycling and Recovery (CalRecycle) approval of the Scope of Services and expenses, which may be subject to changes as necessary in order to comply with the Grant guidelines or requirements.

Scope of Services

CalRecycle awarded the Grant to County on March 8, 2018, and County's Board of Supervisors accepted the Grant funds on April 24, 2018, with a term of upon acceptance of funds through April 1, 2021. County received the Notice to Proceed from CalRecycle on May 15, 2018. The purpose of this Grant is to lower overall greenhouse gas emissions by establishing new, or by expanding existing, food waste prevention projects (source reduction or food rescue for people) in California to reduce the amount of food being disposed of in landfills. In order to maximize the efficiency of the Grant funding, County has partnered with Contractor to purchase various equipment and supplies necessary to expand collection and distribution of rescued food from donors to communities in need, and produce a food rescue public announcement and flyer to encourage food facilities and community partners to donate their unused food.

County and Contractor are entering into this Agreement to implement and track the effectiveness of this Grant. County is the Grant Administrator and project coordinator. Upon execution of this Agreement, and continuing through the Grant period, Contractor shall perform the following services and tasks.

1. Work with County to develop and implement a Grant Work Plan (Work Plan) with specific timelines and deliverables, subject to ongoing modifications as necessary and/or requested by County;
2. Purchase, with subsequent reimbursement by County, the equipment, supplies, services, and other items as detailed in Exhibit B, as approved by County, including any future budget amendments as necessary;

3. Maintain, at Contractor's own expense, all vehicles, equipment, and supplies purchased with Grant funds to facilitate the collection of food donations for the duration of this Agreement or as otherwise required by the Grant Agreement;
4. Designate a staff member of Contractor to be assigned the role of Food Recovery Coordinator who shall be responsible for all inquiries related to Grant activities and submitting all Grant related reports;
5. Schedule and undertake the collection of available food donations to increase the amount of food rescue and recovery in El Dorado County;
6. Work with County to identify additional food recovery and prevention opportunities, evaluate any subsequent purchases that would result in increased diversion, and purchase or implement such items should there be Grant funding remaining and subject to approval by County;
7. Work with County on the development and implementation of all community and outreach activities, including the preparation of written materials, videos, and advertising to ensure that all materials or services display all necessary logos in accordance with the procedures and requirements of the Grant;
8. Track, maintain, and report all Contractor personnel time in a method approved by County and in accordance with the Grant reporting requirements, and submit this data to County in accordance with the established Work Plan timelines;
9. Track and report all food donations received throughout the Grant period using the methods established in the Work Plan and submit this data to County in accordance with the established Work Plan timelines;
10. Prepare and submit all reports in accordance with the reporting requirements of the Grant; and
11. Maintain full compliance with the Grant, including Exhibit A, Exhibit B, and any other conditions as set forth in the Grant Agreement.

Quarterly Reporting Requirements

In addition to the quarterly invoices, Contractor shall prepare and submit to County written quarterly reports in accordance with the Work Plan and timelines established and shall include, but not limited to, the following:

- Contract number and name of the Grant;
- Date donated food was received;
- Weight of donated food;
- Summary of the types of food;
- Type of food donor (i.e. restaurant, grocery store, individual, company name).

Food Bank of El Dorado County

Exhibit B

Grant Budget and Expenditures

Contractor shall procure the following items necessary to implement the Grant work plan developed by County and Contractor. The amounts listed in the table below are estimates only, and are subject to final review and approval by CalRecycle. Prior to purchasing the items below, Contractor shall submit written quotes to County for approval, and Contractor shall not purchase any items listed below without prior approval from County's Contract Administrator. Any changes or redistribution of funds for the various items below shall be approved by both County and CalRecycle prior to additional funds being spent. Contractor shall submit written requests to County's Contract Administrator, or designee, for any increases in costs for the items listed below, and Contractor shall not proceed with any such purchases prior to receipt of approval from County and CalRecycle.

Contractor's Budget Estimate

Budget Category	Expenditure Details	Allocated Grant Amount
Vehicles	Refrigerated Truck	\$129,269.96
Maintenance	Fork Lift	\$24,313.00
	Floor Scrubber	\$14,389.24
	Electric Pallet Jack (2)	\$9,000.00
	Food Transportation Equipment	\$3,253.51
	Copier/Printer	\$12,500.00
	Registration/Maintenance	\$20,110.00
	Ice Machine	\$11,269.29
Personnel	SW Supervising EHS	\$3,152.52
	EH Supervising EHS	\$6,459.20
	SW EHS II	\$8,136.88
	EH EHS II	\$4,786.40
	Food Bank Operations Manager	\$12,500.00
	Food Bank Operations Assistant	\$9,000.00
	Food Bank Administrative Assistant	\$9,000.00
Total Food Bank Allocated Grant Funds		\$277,140.00

County, as Grant Administrator, will be eligible for reimbursement for the following amounts and classifications in order to provide grant administration and reporting services throughout the performance of the Grant. County will not exceed the amounts

designated for its personnel without prior written authorization from CalRecycle and will provide a copy of the modified budget to both Contractor and CalRecycle.

County's Budget Estimate

Budget Category	Expenditure Details	Allocated Grant Amount
Personnel:	SW Supervising EHS	\$3,152.52
	EH Supervising EHS	\$6,459.20
	SW Environmental Health Spec. II	\$8,136.88
	EH Environmental Health Spec. II	\$4,786.40
Total County Allocated Grant Funds		\$22,535.00

All expenses and their distribution are estimates only. Contractor may request to reallocate the allocated grant amounts listed herein among the various expenditures subject to County Contract Administrator's prior written approval.

In no event shall the not-to-exceed amount of the Grant be exceeded. Contractor acknowledges that any expenditures in excess of the allocated amounts in budget above, unless otherwise approved and authorized by County and CalRecycle will not be reimbursed. Said approval shall become part of this Agreement and no further amendment of the Agreement shall be necessary. Any subsequent budget modifications will be provided to CalRecycle during the Grant reporting periods.

Invoicing and Payment Requirements

Contractor shall prepare and provide County with quarterly invoices for all purchases and services procured or provided by Contractor for the duration of this Agreement. Contractor shall only be reimbursed for the expenses detailed in the table above and shall not modify the items or exceed the amounts specified without prior written approval from County and CalRecycle. Contractor shall be responsible for tracking and reporting any remaining funds for the items listed above and shall provide this data to County with each quarterly invoice. County will reimburse Contractor on a quarterly basis following CalRecycle's initial approval of County's payment request.

Quarterly invoices shall be mailed to County, with a copy emailed to County's Contract Administrator, and shall include the following:

- Copy of any contracts or purchase orders;
- Proof of receipt or delivery;
- Quarterly amount invoiced;
- Rolling total of amount invoiced to date within the Grant by category; and
- Breakdown of the cost elements sufficient for County to seek reimbursement from CalRecycle.

Invoices shall be mailed to County at the following address:

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, CA 95667
Attn.: Tom Meyer
Administrative Analyst

or to such other location as County directs.

For the purchases and services provided herein, County agrees to pay Contractor on a quarterly basis. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the purchases and services rendered. Additionally, County will not reimburse Contractor for and purchases or services provided that are determined ineligible by CalRecycle.