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## SECOND HARVEST FOOD BANK SANTA CRUZ COUNTY STANDARD AGREEMENT

This Agreement is made by and between Second Harvest Food Bank Santa Cruz County, whose address is 800 Ohlone Parkway, Watsonville, CA 95076 (hereinafter “Second Harvest” and City of Watsonville (hereinafter “CITY”), whose address is set forth in Exhibit A. The Parties are members of the South County Triage Collective Action Group (“South County Triage”) and enter into this Agreement to facilitate the goals of South County Triage.

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

Second Harvest hereby engages CITY to perform, and CITY hereby agrees to perform the services described in Exhibit A in conformity with the terms of this Agreement (“Services”). The Services are generally summarized as follows:

**Hire one limited term Senior Administrative Analyst to support South County Triage collective efforts.**

If there is a discrepancy or conflict between or among the summary of the Services in this Section 1.0 and Exhibit A, the explicit description of the Services in Exhibit A shall control, unless otherwise expressly agreed to in writing by the parties.

### 2.0 PAYMENT PROVISIONS:

Subject to the limitations set forth in this Agreement, and provided CITY has performed the Services as described herein, Second Harvest shall pay the CITY as set forth in Exhibit A. The total amount payable by Second Harvest to CITY under this Agreement shall not exceed a sum of: \$248,093.00

### 3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement begins on the date of execution through December 31, 2024, unless otherwise extended as set forth in Exhibit A or sooner terminated pursuant to the terms of this Agreement. This Agreement shall have no force or effect until signed by both CITY and Second Harvest. CITY may not commence the Services contemplated by this Agreement prior to full execution of this Agreement.
- 3.02 Either Party may terminate this Agreement either (i) without cause, upon thirty (30) days’ advance written notice, or (ii) with cause, should the other Party commit a material breach of this Agreement and does not cure such breach within fourteen (14) calendar days of receipt of written notice demanding such cure. Any notice of termination shall state the date the termination is effective. CITY shall be paid only for Services actually rendered through termination.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibit(s) are incorporated herein by reference and constitute a part of this Agreement:

☒ Exhibit A: Scope of Services & Payment Provision

☐ Other Exhibit(s)

5.0 PUBLIC RECORDS ACT. Second Harvest understands and acknowledges that CITY is a public agency subject to the California Public Records Act (California Government Code section 7920.200 et seq.) and is therefore required by law to disclose “public records” as therein defined, upon request of any member(s) of the public.

## 6.0 PERFORMANCE STANDARDS:

CITY represents and warrants to Second Harvest as follows:

6.01 CITY and CITY’s agents, employees, and subcontractors performing Services under this Agreement have all requisite skills, training, experience, and competency to perform such Services.

6.02 CITY and CITY’s agents, employees, and subcontractors hold all necessary permits and licenses to perform Services. If permits and licenses are required, the Parties agree to meet and confer regarding application for and receipt of additional permits or licenses.

6.03 Neither CITY nor any of CITY’s agents, employees, or subcontractors is an employee, director, or officer of Second Harvest or an immediate family member of an employee, director, or officer of Second Harvest. CITY covenants as follows:

6.04 CITY and CITY’s agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations.

6.05 CITY shall hold all Confidential Information in strict confidence. Such Confidential Information will not be disclosed to any other person or entity or be used for any purpose not related to the provision of Services pursuant to this Agreement, unless required by law, including the California Public records Act (California Government Code section 7920.200 et seq.). Second Harvest acknowledges and understands that CITY is required by law to produce all public, non-exempt records upon request, as defined by the California Public Records Act. All Confidential Information is and shall remain the sole property of Second Harvest after disclosure to CITY. For purposes of this Section, “Confidential Information” means any confidential information of Second Harvest, including but not limited to visual, oral and written nonpublic information such as the identity of Second Harvest’s financial statements, financial projections, data, reports, interpretations, forecasts, records, supplier and customer lists, manufacturing methods, processes, products, secret inventions, trade secrets, know-how, technical descriptions, formulas, compilations of information, records, specifications, assets and liabilities, infrastructure, and its business operations.

6.06 CITY shall within five (5) business days following a written request by the Second Harvest: (i) return all written or photocopied Confidential Information to Second Harvest; (ii) permanently delete all Confidential Information in or converted to electronic format; and (iii) destroy all analyses, compilations, forecasts, interpretations, data, studies, notes, reports, translations, memoranda, or other documents or materials, prepared by CITY and/or its agents, employees, and subcontractors containing, based on, generated from, derived from, or reflecting, in whole or in part, any Confidential Information, in whatever form such items exist, including

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electronic versions or copies of any such items. Upon request by the Second Harvest, CITY shall deliver to Second Harvest a certificate executed by CITY (or, in the case CITY is an entity, by one of CITY's duly-authorized executive officers) certifying that the requirements of this Section have been satisfied in full.

CITY agrees that money damages would not be a sufficient remedy for any breach or threatened breach of Section 5.07 or this Section 5.08 and agrees that in addition to all other remedies, Second Harvest may obtain specific performance and injunctive or equitable relief as a remedy for any such breach or threatened breach.

#### 7.0 PAYMENT CONDITIONS:

Payment for Services shall be at the rates and on the schedule set forth in Exhibit A. Any change or amendment to such payment rates or schedule shall be in writing, executed by both Parties to be effective. As a condition of payment, all invoices from CITY shall state the name of the project and shall completely and accurately describe the Services provided during the billing period. CITY shall submit two invoices per year for Services as indicated in Exhibit A.

#### 8.0 INDEMNIFICATION:

The Parties will each have sole responsibility for the actions of its officers, employees, agents and volunteers in accordance with the law. However each Party ("Indemnifying Party") will indemnify, defend, and hold harmless the other Party and their respective directors, officers, agents, contractors, attorneys, and employees (each an "Indemnified Party"), from and against any and all claims, actions, liabilities, costs, losses, or expenses whatsoever, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims"), arising out of or relating to any actual or alleged injury or damage to persons or property resulting from the Indemnifying Party's or its agents', employees', or subcontractors' breach of this Agreement (including arising from any action, inaction, error, or omission), except to the extent such Claims arise solely out of the gross negligence or willful misconduct of the applicable Indemnified Party.

#### 9.0 INSURANCE REQUIREMENTS:

CITY shall, at its sole expense, supply for the employee providing Services pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the Services; and pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes.

#### 10.0 NON-DISCRIMINATION:

During the performance of this Agreement, CITY, and its subcontractors shall not unlawfully discriminate against any person because of age, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government Code 12940 (a) either in CITY's employment practice or in the furnishing of services to recipients. CITY shall ensure that the evaluation and treatment of its employees and applicant for employment and all person receiving and requesting services are free of such discrimination. CITY and CITY's agents, employees, and subcontractors shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such focus

population(s) as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 11.0 MISCELLANEOUS:

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the applicable address set forth in the Preamble. "Party" or "parties", as used in this Agreement, means the parties to this Agreement as set forth in the Preamble and their respective successors and permitted assigns which become parties pursuant to this Agreement. This Agreement may not be assigned by CITY without prior written consent of Second Harvest. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. This instrument, any attached exhibits, and the documents expressly described or referred to in the Agreement constitute all of the understandings and agreements existing between the parties concerning the subject matter of this Agreement. Any prior discussions or documents relating to this Agreement and the subject matter hereof are fully and completely integrated herein. If any one or more of the provisions contained in this Agreement is held for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall not affect any other provisions hereof, and this Agreement shall be construed as if it did not contain such provision(s). The exclusive method to change or modify this Agreement shall be by a written amendment to this Agreement, signed by the parties. No oral agreement conflicting in any manner with the terms hereof shall be effective, whether or not partially performed, unless and until embodied in such an amendment to this Agreement and signed by the parties to this Agreement. This Agreement has been negotiated, drafted and executed in Santa Cruz County, California. The parties agree that this Agreement and the rights and remedies of the parties hereunder shall be governed by California law. Time is of the essence of this Agreement and failure to comply strictly with this provision shall be a material breach of this Agreement. The parties acknowledge that this Agreement was drafted after negotiations between the parties and agree that any ambiguities or uncertainties shall be resolved by giving effect to the ascertained intent of the parties pursuant to California Civil Code section 1654 without any presumption against either party. The individuals signing the Agreement on behalf of the parties represent, covenant and warrant that they have the full and absolute authority and ability to bind the party under which they are signing and that no other parties must execute this Agreement to make it effective as to their respective parties. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

***[The remainder of this page is left intentionally blank; signatures follow on the next page.]***

IN WITNESS WHEREOF, Second Harvest and CITY have executed this Agreement.

**Second Harvest**

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Date

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Signature of Authorized Representative

Erica Padilla-Chavez, CEO

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Printed Name and Title

**CITY**

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Date

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Signature

Rene Mendez, City Manager

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Printed Name and Title

## **EXHIBIT A**

### **Scope of Work and Payment Terms**

**CITY Name:** City of Watsonville

c/o City Manager Rene Mendez

**CITY Address:** 275 Main Street, Suite 400, Watsonville, CA 95076

**CITY Telephone Number:** 831-768-3010

**Email:** rene.mendez@watsonville.gov

#### **Summary of Services to be rendered** *(explain services in detail and highlight deliverables):*

By May 31, 2024 City of Watsonville ("City") will have hired a full time (1.0) backbone support lead employee for the South County Triage Group to support with California Accountable Communities for Health Initiatives ("CACHI") and South County Triage collaborative activities. The City will have sole discretion in hiring a candidate for the position and may hire a candidate to complete the Services contemplated by this Agreement on a limited term basis. Funding associated with this Agreement is to be used solely for salary and benefits of this project as noted below, unless there is a written and agreed upon amendment for the use of funds. Funding is not intended to cover 100% of costs. City is required to provide financial support for the gap, if any, in covering for costs associated with this full-time position.

	<b>City of Watsonville Backbone Staffing</b>	
<b>1/1/2024-6/30/2024 TOTAL</b>		<b>\$84,095</b>
Salary	\$	69,500
Benefits @ 21%	\$	14,595
<b>7/1/2024-6/30/2025 TOTAL</b>	<b>\$</b>	<b>96,469</b>
Salary	\$	77,175
Benefits @25%		\$19,294
<b>7/1/2025-12/31/2025 TOTAL</b>	<b>\$</b>	<b>67,529</b>
Salary	\$	54,023
Benefits @ 25%	\$	13,506
<b>Total Maximum Agreement</b>		<b>\$248,093</b>

**Contract Term:** 1/1/2024-12/31/2025

**Maximum Contract Amount:** \$ 248,093

**Payment Structure** (provide detailed payment structure):

City of Watsonville will invoice Second Harvest twice a year as follows:

- January invoice for July-December services (6 months)
- July invoice for January-June services (6 months)

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.A one-time funding advance for 6 months’ of Services is available upon request by CITY.

Second Harvest agrees to remit payment to the City within 30 days of receipt of City invoices. Backup information noting staffing costs is required. For purposes of this Agreement, “Backup Information” shall mean information required to justify expenses for payment by Second Harvest pursuant to this Agreement, including but not limited to salary and benefits information.

**Reporting Requirements:** City of Watsonville agrees to work with Second Harvest to provide information regarding South County Triage business, including meeting dates, engagements, events, outreach data, and other information for accomplishing the Services outlined in this Agreement for purposes of reporting.

**Second Harvest Contact Person for this Contract:**

**Erica Padilla-Chavez CEO**

**Angela Chesnut, Sr. Director of Community and Government Relations**

**Email: [angela@thefoodbank.org](mailto:angela@thefoodbank.org)**

**Telephone: 831-222-5626**

**Send Detailed Invoice via Mail or Email to:**

Mail: Second Harvest Contracts Director  
c/o Angela Chesnut  
800 Ohlone Pkwy, Watsonville, CA 95076

Email: [angela@thefoodbank.org](mailto:angela@thefoodbank.org)