

MEMORANDUM OF UNDERSTANDING

Central California Food Bank and the County of Fresno, through its Sheriff's Office

This Memorandum of Understanding (MOU) is made and entered into this 22nd day of May 2021, by and between **Central California Food Bank, a nonprofit organization, and the County of Fresno, a political subdivision of the State of California (COUNTY), through its Sheriff's Office (Sheriff's Office).**

1. The Sheriff's Office shall reimburse the Central California Food Bank up to \$78,470.82 for services rendered by the Central California Food Bank during the period of 3/31/2021 to 1/31/2022, as set forth in accordance with the State of California Board of State and Community Corrections Coronavirus Emergency Supplemental Funding (CESF) Program grant agreement (Grant Agreement) awarded to COUNTY, a copy of which has been provided to Central California Food Bank, and is incorporated by this reference. COUNTY's obligation to make such payments to the Central California Food Bank is subject to COUNTY's actual receipt of grant monies pursuant to the Grant Agreement, and Central California Food Bank's compliance with the terms of the Grant Agreement and this MOU.

2. The Central California Food Bank will closely coordinate the following services: purchase food products to prepare hot meals distributed by the Fresno Rescue Mission to various locations around Fresno, provide meal boxes through Groceries2Go satellite site in partnership with Fresno Rescue Mission, and increase cold storage capacity at the Fresno Rescue Mission satellite location as set forth in accordance with the Grant Agreement. The Central California Food Bank shall submit monthly invoices to the Sheriff's Office.

3. HOLD HARMLESS: The Central California Food Bank agrees to indemnify, save, hold harmless and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to

1 perform by the Central California Food Bank, its officers, agents, or employees under this
2 MOU, and from any and all costs and expenses, damages, liabilities, claims, and losses
3 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
4 performance, or failure to perform, of Central California Food Bank, its officers, agents, or
5 employees under this MOU.

6 The provisions of this Section 3 shall survive termination of this MOU.

7 **4. INSURANCE**

8 Without limiting the COUNTY's right to obtain indemnification from Central California Food
9 Bank or any third parties, Central California Food Bank, at its sole expense, shall maintain in
10 full force and effect, the following insurance policies or a program of self-insurance,
11 including but not limited to, an insurance pooling arrangement or Joint Powers Agreement
12 (JPA) throughout the term of the MOU:

13 **Commercial General Liability**

14 Commercial General Liability Insurance with limits of not less than One Million Dollars
15 (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
16 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may
17 require specific coverages including completed operations, products liability, contractual
18 liability, Explosion-Collapse-Underground, fire legal liability or any other liability
19 insurance deemed necessary because of the nature of this contract.

20 **a. Automobile Liability**

21 Comprehensive Automobile Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
23 should include any auto used in connection with this MOU.

24 **b. Professional Liability**

25 If Central California Food Bank employs licensed professional staff, (e.g., Ph.D., R.N.,
L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not

1 less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars
2 (\$1,000,000.00) annual aggregate. Central California Food Bank agrees that it shall
3 maintain, at its sole expense, in full force and effect for a period of three (3) years
4 following the termination of this MOU, one or more policies of professional liability
5 insurance with limits of coverage as specified herein.

6 c. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the California
8 Labor Code.

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10 . In the event, the CONTRACTOR purchases an Umbrella or Excess insurance policy(ies)
11 to meet the "Minimum Limits of Insurance," this insurance policy(ies" shall also apply on a
12 primary and non-contributory basis for the benefit of the COUNTY, it's officers, officials,
13 employees, agents and volunteers.

14 Additional Requirements Relating to Insurance

15 Central California Food Bank shall obtain endorsements to the Commercial General
16 Liability insurance naming the County of Fresno, its officers, agents, and employees, individually
17 and collectively, as additional insured, but only insofar as the operations under this MOU are
18 concerned. Such coverage for additional insured shall apply as primary insurance and any other
19 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
20 excess only and not contributing with insurance provided under Central California Food Bank's
21 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30)
22 days advance written notice given to COUNTY.

23 Central California Food Bank hereby waives its right to recover from COUNTY, its officers,
24 agents, and employees any amounts paid by the policy of worker's compensation insurance
25 required by this MOU. Central California Food Bank is solely responsible to obtain any
endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but
Central California Food Bank's waiver of subrogation under this paragraph is effective whether or

1 not Central California Food Bank obtains such an endorsement.

2 Within Thirty (30) days from the date Central California Food Bank signs and executes this
3 MOU, Central California Food Bank shall provide certificates of insurance and endorsement as
4 stated above for all of the foregoing policies, as required herein, to the County of Fresno, County of
5 Fresno Sheriff's Office Administrative Services Director, 2200 Fresno Street; Fresno, California
6 93721, stating that such insurance coverage have been obtained and are in full force; that the
7 County of Fresno, its officers, agents and employees will not be responsible for any premiums on
8 the policies; that for such worker's compensation insurance Central California Food Bank has
9 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts
10 paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
11 Commercial General Liability insurance names the County of Fresno, its officers, agents and
12 employees, individually and collectively, as additional insured, but only insofar as the operations
13 under this MOU are concerned; that such coverage for additional insured shall apply as primary
14 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
15 and employees, shall be excess only and not contributing with insurance provided under Central
16 California Food Bank's policies herein; and that this insurance shall not be cancelled or changed
17 without a minimum of thirty (30) days advance, written notice given to COUNTY.

18 In the event Central California Food Bank fails to keep in effect at all times insurance
19 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
20 suspend or terminate this MOU upon the occurrence of such event.

21 All policies shall be issued by admitted insurers licensed to do business in the State of
22 California, and such insurance shall be purchased from companies possessing a current A.M.
23 Best, Inc. rating of A FSC VII or better.

24 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
25 assumed by Central California Food Bank under this MOU, it is mutually understood and agreed
that Central California Food Bank, including any and all of Central California Food Bank's officers,
agents, and employees will at all times be acting and performing as an independent contractor, and

1 shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
2 partner, or associate of the COUNTY. Furthermore, the COUNTY shall have no right to control or
3 supervise or direct the manner or method by which Central California Food Bank shall perform its
4 work and function. However, the COUNTY shall retain the right to administer this MOU so as to
5 verify that Central California Food Bank is performing its obligations in accordance with the terms
6 and conditions thereof.

7 Central California Food Bank and the COUNTY shall comply with all applicable provisions
8 of law and the rules and regulations, if any, of governmental authorities having jurisdiction over
9 matters the subject thereof.

10 Because of its status as an independent contractor, Central California Food Bank shall
11 have absolutely no right to employment rights and benefits available to the COUNTY employees.
12 Central California Food Bank shall be solely liable and responsible for providing to, or on behalf of,
13 its employees all legally-required employee benefits. In addition, Central California Food Bank shall
14 be solely responsible and save the COUNTY harmless from all matters relating to payment of the
15 Central California Food Bank's employees, including compliance with Social Security withholding
16 and all other regulations governing such matters. It is acknowledged that during the term of this
17 MOU, Central California Food Bank may be providing services to others unrelated to the COUNTY
18 or to this MOU.

19 6. NON ASSIGNMENT: Neither party shall assign, transfer, or subcontract this MOU, nor their
20 rights or duties under this MOU without the prior written consent of the other party.

21 7. AUDITS AND INSPECTIONS: Central California Food Bank shall at any time during
22 business hours, and as often as the COUNTY may deem necessary, make available to the
23 COUNTY for examination all of its records and data with respect to the matters covered by this
24 MOU. Central California Food Bank shall, upon request by the COUNTY, permit the COUNTY to
25 audit and inspect all of such records and data necessary to ensure Central California Food Bank's
compliance with the terms of this MOU.

1 If this MOU exceeds ten thousand dollars (\$10,000.00), Central California Food Bank shall
2 be subject to the examination and audit of the California State Auditor for a period of three (3)
3 years after final payment under contract (Government Code Section 8546.7).

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5 8. GOVERNING LAW: Venue for any action arising out of or related to this MOU shall only be in
6 Fresno County, California.

7 The rights and obligations of the parties and all interpretation and performance of this MOU
8 shall be governed in all respects by the laws of the State of California.

9 9. TERMINATION

- 10 a) Non-Allocation of Funds - The terms of this MOU, and the services to be
11 provided hereunder, are contingent on the approval of funds by the
12 appropriating government agency. Should sufficient funds not be allocated,
13 the services provided may be modified, or this MOU terminated, at any time
14 by giving Central California Food Bank thirty (30) days advance written
15 notice.
- 16 b) Breach of Contract - The COUNTY may immediately suspend or terminate
17 this MOU in whole or in part, where in the determination of the COUNTY
18 there is:
- 19 i. An illegal or improper use of funds;
 - 20 ii. A failure to comply with any term of this MOU;
 - 21 iii. A substantially incorrect or incomplete report submitted to the
22 COUNTY;
 - 23 iv. Improperly performed service.
- 24 c) In no event shall any payment by the COUNTY constitute a waiver by the
25 COUNTY of any breach of this MOU or any default which may then exist on
the part of Central California Food Bank. Neither shall such payment impair
or prejudice any remedy available to the COUNTY with respect to the

1 breach or default. The COUNTY shall have the right to demand of Central
2 California Food Bank the repayment to the COUNTY of any funds disbursed
3 to Central California Food Bank under this MOU, which in the judgment of
4 the COUNTY were not expended in accordance with the terms of this MOU.
5 Central California Food Bank shall promptly refund any such funds upon
6 demand.

7 d) Without Cause - Under circumstances other than those set forth above, this
8 MOU may be terminated by COUNTY by giving thirty (30) days advance
9 written notice of an intention to terminate to Central California Food Bank.

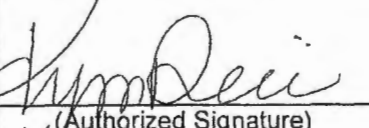
10 10. ELECTRONIC SIGNATURE: The parties agree that this MOU may be executed by
11 electronic signature as provided in this section. An "electronic signature" means any symbol or
12 process intended by an individual signing this MOU to represent their signature, including but not
13 limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
15 Each electronic signature affixed or attached to this MOU (1) is deemed equivalent to a valid
16 original handwritten signature of the person signing this MOU for all purposes, including but not
17 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force
18 and effect as the valid original handwritten signature of that person. The provisions of this section
19 satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic
20 Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each
21 party using a digital signature represents that it has undertaken and satisfied the requirements of
22 Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each
23 other party may rely upon that representation. This MOU is not conditioned upon the parties
24 conducting the transactions under it by electronic means and either party may sign this MOU with
25 an original handwritten signature.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first hereinabove written.

Central California Food Bank


(Authorized Signature)

Kim Deeri, CEO

Print Name & Title
4010 E. Amador St. Dr.

Fresno CA 93728

Mailing Address

DATE: 5/10/21

REVIEWED & RECOMMENDED FOR APPROVAL



Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

DATE: June 22, 2021

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy