

**AGREEMENT**

THIS AGREEMENT is made and entered into this 31st day of January, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, a private non-profit organization, whose address is 1920 Mariposa Mall, Suite 300, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR may herein be referred to individually as "party" or collectively as "parties" or "Parties".

**WITNESSETH:**

WHEREAS, CONTRACTOR operates and sponsors the At-Risk After-School Meals Program and Summer Food Service Program funded through the United States Department of Agriculture and administered by the California Department of Education; and

WHEREAS, CONTRACTOR provides meals free of charge to children and teenagers ages 1-18 years old at qualified sites that meet USDA requirements; and

WHEREAS, COUNTY, through the Fresno County Public Library system has the facilities, staff and volunteers available at several libraries throughout the county to serve pre-packaged meals; and

WHEREAS, the food services program provides several benefits to children and teenagers such as giving them the food they need to keep learning, playing and growing; and

WHEREAS, a partnership between CONTRACTOR and COUNTY will support children and teenagers as they learn about nutrition and engage in educational activities at the Fresno County Public Library.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide pre-packaged nutritious meals to children and teenagers, ages 1 -18 years old at qualified Fresno County Public Libraries.

B. CONTRACTOR shall coordinate meal service with each branch librarian before,

1 during and after serving meals.

2 C. CONTRACTOR shall ensure that the meals meet all local health regulations.

3 D. CONTRACTOR shall provide technical assistance to COUNTY as needed to  
4 serve the meals and meet the goals of the At Risk After-School Meal Program and Summer Food  
5 Service Program.

6 E. CONTRACTOR will collaborate with COUNTY to identify appropriate library  
7 site locations to serve meals.

8 F. CONTRACTOR shall provide meals three (3) to five (5) days per week,  
9 Monday-Friday, for the At-Risk After-School Meals Program.

10 G. CONTRACTOR shall provide meals five (5) days per week, Monday-Friday, for  
11 the Summer Food Service Program.

12 H. CONTRACTOR shall provide all food services in accordance with United States  
13 Department of Agriculture and California Department of Education policies and procedures related  
14 to the meals program, incorporated herein by reference.

15 **2. RESPONSIBILITIES OF COUNTY**

16 A. COUNTY shall provide the library room, tables, chairs to serve meals,  
17 restrooms, water accessibility and trash receptacles at each participating branch.

18 B. COUNTY shall provide the volunteers that will set up the dining room, serve  
19 meals and clean up.

20 C. COUNTY library staff shall supervise meal program volunteers.

21 D. COUNTY shall provide a refrigerator, maintained daily and recording  
22 temperature below 41°F to store the pre-packaged meals at each participating branch.

23 E. COUNTY shall coordinate services with CONTRACTOR to provide educational  
24 activities to children and teenagers along with the meals to engage them in learning at each  
25 participating branch.

26 F. COUNTY shall be added to the Responsible Principals List as identified in  
27 Exhibit A.

28 G. COUNTY shall meet the Sponsor/Site Agreement Requirements attached in

1 Exhibit B.

2 H. COUNTY shall provide the facilities to serve meals three (3) to five (5) days per  
3 week, Monday-Friday, for the At Risk After-School Meal Program.

4 I. COUNTY shall provide the facilities to serve meals five (5) days per week,  
5 Monday-Friday, for the Summer Food Service Program.

6 **3. TERM**

7 The term of this Agreement shall be for a period of three (3) years, effective upon  
8 execution through and including January 31, 2020. This Agreement may be extended for two (2)  
9 additional consecutive twelve (12) month periods upon written approval of both parties no later  
10 than thirty (30) days prior to the first day of the next twelve (12) month extension period. The  
11 Librarian or her designee is authorized to execute such written approval on behalf of COUNTY  
12 based on CONTRACTOR'S satisfactory performance.

13 **4. TERMINATION**

14 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be  
15 provided thereunder, are contingent on the approval of funds by the appropriating government  
16 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
17 Agreement terminated at any time by either COUNTY or CONTRACTOR by giving thirty (30)  
18 days advance written notice.

19 B. Breach of Contract – COUNTY may immediately suspend or terminate this  
20 Agreement in whole or in part, wherein the determination of COUNTY there is a failure to comply  
21 with any term of this Agreement.

22 C. Site Disqualification – COUNTY or CONTRACTOR may terminate this  
23 Agreement if a Site is disqualified by the state or federal grant administrator.

24 D. Inadequate Participation – COUNTY or CONTRACTOR may terminate this  
25 Agreement if there is an inadequate number of participating children at meal sites.

26 E. Without Cause – Under circumstances other than those set forth above, this  
27 Agreement may be terminated by either party upon the giving of thirty (30) days advance written  
28 notice of an intention to terminate.

1           **5. COMPENSATION**

2           There is no financial compensation under the terms of this Agreement. COUNTY  
3 shall provide annual in-kind services in the amount of \$1,342 per library site for the At-Risk After-  
4 School Meals Program as identified in Exhibit C. COUNTY shall provide annual in-kind services  
5 in the amount of \$746 per library site for the Summer Food Service Program as identified in  
6 Exhibit C. The performance of the services described in paragraphs one and two of this Agreement  
7 shall be the consideration provided by the parties.

8           **6. INDEPENDENT CONTRACTOR**

9           In performance of the work, duties and obligations assumed by CONTRACTOR under  
10 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
11 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
12 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,  
13 servant, employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY  
14 shall have no right to control or supervise or direct the manner or method by which  
15 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to  
16 administer this Agreement so as to verify that CONTRACTOR is performing its responsibilities in  
17 accordance with the terms and conditions thereof.

18           CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
19 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
20 subject thereof. Because of its status as an independent contractor, CONTRACTOR shall have  
21 absolutely no right to employment rights and benefits available to COUNTY employees.  
22 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
23 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
24 responsible and save CONTRACTOR harmless from all matters relating to payment of  
25 CONTRACTOR's employees, including compliance with Social Security withholding and all other  
26 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
27 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
28 Agreement.

1           **7. MODIFICATION**

2           Any matters of this Agreement may be modified from time to time by the written  
3 consent of COUNTY and CONTRACTOR without, in any way, affecting the remainder.

4           **8. NON-ASSIGNMENT**

5           Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
6 duties under this Agreement without the prior written consent of the other party.

7           **9. RECORDS**

8           CONTRACTOR shall maintain records required by the United States Department of  
9 Agriculture and the California Department of Education. CONTRACTOR shall maintain records  
10 on the number of individuals served at each COUNTY library branch location. In the event of any  
11 outstanding State of California or Federal audits or exceptions, CONTRACTOR agrees to retain its  
12 records until such audits and exceptions are finalized.

13           **10. HOLD HARMLESS**

14           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
15 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,  
16 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the  
17 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under  
18 this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses  
19 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
20 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this  
21 Agreement. CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or  
22 local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

23           **11. INSURANCE**

24           Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR  
25 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the  
26 following insurance policies throughout the term of this Agreement:

27           A. Commercial General Liability

28           Commercial General Liability Insurance with limits of not less than One Million

1 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).  
2 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages  
3 including completed operations, products liability, contractual liability, Explosion-Collapse-  
4 Underground, fire legal liability or any other liability insurance deemed necessary because of the  
5 nature of this Agreement.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits for bodily injury of not  
8 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand  
9 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand  
10 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand  
11 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in  
12 connection with this Agreement.

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
15 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
16 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
17 annual aggregate.

18 D. Worker's Compensation

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

21 E. Child Abuse/Molestation and Social Services Liability

22 Sexual Abuse/Molestation Liability Insurance (including but not limited to corporal  
23 punishment liability, sexual abuse and molestation liability, and child abduction liability) with  
24 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars  
25 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
5 written notice given to COUNTY.

6           Within Thirty (30) days from the date CONTRACTOR executes this Agreement,  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of  
8 the foregoing policies, as required herein, to the County of Fresno, Public Library Department,  
9 Attention: Business Office, 2420 Mariposa Street, Fresno, CA 93721 stating that such insurance  
10 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents  
11 and employees will not be responsible for any premiums on the policies; that such Commercial  
12 General Liability insurance names the County of Fresno, its officers, agents and employees,  
13 individually and collectively, as additional insured, but only insofar as the operations under this  
14 Agreement are concerned; that such coverage for additional insured shall apply as primary  
15 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
16 and employees, shall be excess only and not contributing with insurance provided under  
17 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without  
18 a minimum of thirty (30) days advance, written notice given to COUNTY. In the event  
19 CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the  
20 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement  
21 upon the occurrence of such event.

22           All policies shall be with admitted insurers licensed to do business in the State of  
23 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,  
24 Inc. rating of A FSC VII or better.

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1           **12. NOTICES**

2           The persons and their addresses having authority to give and receive notices under this  
3 Agreement include the following:

4 <u>COUNTY</u>	<u>CONTRACTOR</u>
5           Fresno County Public Library	Fresno County Economic Opportunities Commission
6           Attn: Laurel Prysiazny, County Librarian	Attn: Brian Angus, Chief Executive Officer
7           Central Library	1920 Mariposa Mall, Suite 300
2420 Mariposa Street	Fresno, CA 93721
Fresno, CA 93721	

8           Any and all notices between COUNTY and CONTRACTOR provided for or permitted  
9 under this Agreement or by law shall be in writing and shall be deemed duly served when  
10 personally delivered to one of the parties, or in lieu of such personal services, when deposited in the  
11 United States Mail, postage prepaid, addressed to such party.

12           **13. GOVERNING LAW**

13           The parties agree that for the purposes of venue, performance under this Agreement is  
14 to be in Fresno County, California. The rights and obligations of the parties and all interpretation  
15 and performance of this Agreement shall be governed in all respects by the laws of the State of  
16 California.

17           **14. DISCLOSURE OF SELF DEALING TRANSACTIONS**

18           This provision is only applicable if the CONTRACTOR is operating as a corporation  
19 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR  
20 changes its status to operate as a corporation. Members of the CONTRACTOR's Board of  
21 Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR  
22 is providing goods or performing services under this agreement. A self-dealing transaction shall  
23 mean a transaction to which the CONTRACTOR is a party and in which one or more of its  
24 directors has a material financial interest. Members of the Board of Directors shall disclose any  
25 self-dealing transactions that they are a party to by completing and signing a Self-Dealing  
26 Transaction Disclosure Form, attached hereto as Exhibit D, and incorporated herein by this  
27 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction  
28 or immediately thereafter.

1           **15. ENTIRE AGREEMENT**

2           This Agreement, including all Exhibits, constitutes the entire Agreement between  
3 COUNTY and CONTRACTOR with respect to the subject matter hereof and supersedes all  
4 previous agreement negotiations, proposals, commitments, writings, advertisements, publications  
5 and understandings of any nature whatsoever unless expressly included in this Agreement.

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

8           ATTEST:

9  
10          **CONTRACTOR:**

**COUNTY OF FRESNO:**

11          Fresno County Economic Opportunities  
12          Commission

13          By: Rev Paul McCoy

                  By: Brian Pacheco

14          Print Name: Rev. Paul McCoy

                  Brian Pacheco  
                  Chairman, Board of Supervisors

15          Title: Chairman of the Board  
16                 Chairman of the Board, or President, or  
17                 any Vice President

                  BERNICE E. SEIDEL, Clerk  
                  Board of Supervisors

18          By: Salam Nalia

                  By: Susan Bishop, Deputy

19          Print Name: Salam Nalia

20  
21          Title: Chief Financial Officer  
22                 Secretary (of Corporation), or any  
23                 Assistant Secretary, or Chief Financial  
                  Officer, or any Assistant Treasurer

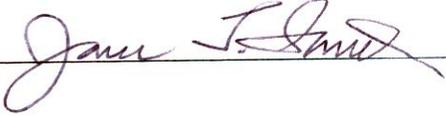
**PLEASE SEE ADDITIONAL  
                  SIGNATURE PAGE ATTACHED**

24          Mailing Address:

25  
26          Fresno County Economic Opportunities Commission  
27          Attn: Brian Angus, Chief Executive Officer  
28          1920 Mariposa Mall, Suite 300  
                Fresno, CA 93721  
                Phone: (559) 263-1000

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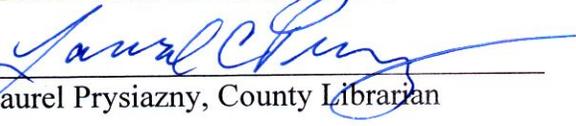
APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: 

APPROVED AS TO ACCOUNTING FORM:  
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

By: 

FRESNO COUNTY PUBLIC LIBRARY  
REVIEWED AND RECOMMENDED FOR APPROVAL:

By:   
Laurel Prysiazny, County Librarian

**CHILD AND ADULT CARE FOOD PROGRAM  
RESPONSIBLE PRINCIPALS LIST**

NSD 2060A

AGENCY NAME:  
VENDOR #:  
CNIPS ID #:

Complete the chart below for ALL responsible principals as follows: (Attach additional pages, if necessary.)

Private, Nonprofit Agencies	Private, For-profit Agencies	Public Agencies
<ul style="list-style-type: none"> <li>Executive Director</li> <li>Board Chair</li> </ul>	<ul style="list-style-type: none"> <li>Owner(s)</li> </ul>	<ul style="list-style-type: none"> <li>Highest agency official (Superintendent, Base commander, etc.)</li> <li>School food service director (if a school food authority)</li> <li>Accountant (if a school food authority)</li> </ul>

**All fields below are required**

**RESPONSIBLE PRINCIPALS LIST**

**Are any Board members related to each other or any other staff performing CACFP functions?  Yes  No**

FIRST NAME	LAST NAME	DATE OF BIRTH	TITLE	MAILING ADDRESS (MUST BE DIFFERENT FROM THE AGENCY'S LEGAL ADDRESS OR THE CENTER(S) ADDRESS, EXCEPT FOR PUBLIC SCHOOLS AND COMMUNITY COLLEGES)
BRIAN	PACHECO	N/A	CHAIRMAN, FRESNO COUNTY BOARD OF SUPERVISORS	2281 TULARE STREET, #301 HALL OF RECORDS FRESNO, CA 93721-2198

**Sponsor/Site Agreement  
For The Summer Food Service Program**

Name of site: \_\_\_\_\_

Address of site: \_\_\_\_\_

Site supervisor: \_\_\_\_\_

Telephone: \_\_\_\_\_

The person named above agrees to:

1. Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private non-profit school program for the mentally or physically disabled).
2. Serve meals that meet the minimum meal pattern requirements.
3. Provide adequate supervision during the meal service.
4. Maintain and submit promptly such reports and records that the sponsor requires.
5. Report to the sponsor any changes in the number of meals required as attendance fluctuates.
6. Report any other problems regarding the meal services.
7. Comply with civil rights laws and regulations.
8. Attend sponsor training sessions.

\_\_\_\_\_  
Site Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Date

EXHIBIT C

In-Kind Costs Provided by County for At-Risk After-School Meal Program (9 months)								
Job Title	Activity	No. of Meal Program Hours Per Week	% of Staff Time Allotted to Supervising Meal Program Activity	1 FTE S&B	Yearly Supervision Cost per Sr. Library Assistant (% staff time x .75 FTE S&B)	Indirect Cost (Overhead)	Annual In-Kind Cost per Library Site*	Annual In-Kind Cost for 10 Library Sites**
Senior Library Assistant	Supervision	4.5	2.25%	\$ 72,301	\$ 1,220	10%	\$ 1,342	\$ 13,420

In-Kind Costs Provided by County for Summer Food Service Program (3 months)								
Job Title	Activity	No. of Meal Program Hours Per Week	% of Staff Time Allotted to Supervising Meal Program Activity	1 FTE S&B	Yearly Supervision Cost per Sr. Library Assistant (% staff time x .25 FTE S&B)	Indirect Cost (Overhead)	Annual In-Kind Cost per Library Site*	Annual In-Kind Cost for 10 Library Sites**
Senior Library Assistant	Supervision	7.5	3.75%	\$ 72,301	\$ 678	10%	\$ 746	\$ 7,460

Total Combined In-Kind Annual Costs for up to 10 sites	\$ 20,880
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\*The in-kind costs are estimates (maximum cost estimates) and may be affected by actual staffing availability and time spent on the program.

\*\*The cost for 10 sites is provided as an estimate. The actual number of participating library sites may range from 1-15 sites annually.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	