

BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the Matter of:

INTENTION TO OFFER MOBILE FOOD
SERVICES LICENSE AGREEMENT
FOR UNIVERSITY MEDICAL CENTER
PARKING LOT "M"

RESOLUTION OF INTENTION
TO OFFER LICENSE AGREEMENT
AND AUTHORIZING CLERK TO THE
BOARD TO PUBLISH NOTICE OF
INTENTION TO OFFER LICENSE
AGREEMENT ON COUNTY
OWNED AND LEASED PROPERTY

WHEREAS, the County of Fresno (County) owns the property known as
University Medical Center and,

WHEREAS, the County is requesting bids for a License to operate
Mobile/Portable Food Service Units at University Medical Center, and

FURTHER, persons wishing to bid for the License must comply with the following
instructions and terms of the agreement

1. The minimum bid shall be \$5,000.00 per year
2. All written bids should be delivered to the Clerk to the Board of
Supervisors by 10:00 a.m. the day of the auction in a sealed envelope
labeled "Bid for UMC" accompanied by a certified or cashier's check in the
sum of \$1,000.00 payable to the County of Fresno
3. Public Works and Planning staff upon the opening of written bids will ask
for oral bids. All oral bidders who have not made a deposit must present a
certified or cashier's check in the sum of \$1,000.00 payable to the County
of Fresno prior to making an oral bid. The starting oral bid must be at
least 5% over the highest written bid accepted.
4. All unsuccessful bidders will have their checks returned to them by Public
Works and Planning staff upon completion of bidding. The \$1,000.00
deposit by the successful bidder is non-refundable and will be credited to
the first year's rent.
5. The Board reserves the right to reject any and all bids if it deems it best for

the public interest. All proceedings for the granting of this license will be conducted in accordance with applicable provisions of the California Government Code.

6. In the event the first bidder fails to execute the agreement with the County, the County may later award the bid to the runner-up bidder under the same terms as stated herein or rebid the agreement. Under such an event, the first bidder forfeits the \$1,000.00 deposit and will not be eligible to rebid.
7. The license will be an exclusive license to operate mobile portable food service unit, Monday through Friday of each week from 6:00 a.m. to 5:00 p.m., except on County observed holidays.
8. Licensee shall be assigned one (1) designated parking space at the University Medical Center location (Exhibit A), as specified by the County.
9. The license will be for a term of five (5) years commencing on or about January 1, 2017 and ending December 31, 2021.
10. The agreement may be terminated immediately for breach of contract and without cause upon thirty (30) days written notice given by the County of Fresno.
11. The Licensee shall pay rent in equal monthly installments due the first day of each month and if payment is not made by the 7th of each month, a 10% late penalty fee will be charged.
12. The Licensee, including any and all of the Licensee's officers, agents, and employees will at all times be acting and performing as an independent contractor.
13. The agreement may be modified from time to time by written consent of all the parties.
14. The agreement shall be non-assignable without the consent of the County of Fresno.

- 1 15. Licensee shall hold the County of Fresno harmless from any costs,
2 damages, liabilities, claims and losses to any person or property arising
3 from the use of the premises.
- 4 16. Licensee shall maintain Commercial General Liability, Automobile Liability
5 and a policy of Worker's Compensation insurance as required.
- 6 17. The Licensee shall, at any time as deemed necessary, make available all
7 of its records and data for audit and inspection by the County of Fresno.
- 8 18. Licensee shall be responsible for trash removal and cleanup.
- 9 19. Licensee shall only sell food and food related products from
10 mobile/portable food service units and no tables, stands or other methods
11 of vending will be allowed. No general merchandise shall be sold other
12 than those items specifically approved by the County of Fresno.
- 13 20. Licensee shall provide food service Monday through Friday, except on
14 County observed holidays and hours mutually agreed upon between both
15 parties.
- 16 21. Venue for any action arising out of or relating to this license agreement
17 shall only be in Fresno County.
- 18 22. All notices between either party shall be in writing and shall be delivered
19 by registered mail.
- 20 23. Licensee shall limit access to food service location (Exhibit A) in
21 designated area at the University Medical Center location.

22 NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors intends to
23 grant the above-described License in accordance with the provisions of this Resolution;

24 BE IT FURTHER RESOLVED that bids for the License shall be taken by public
25 auction to be held in the Board of Supervisors' Chambers, Room 301, Hall of Records,
26 2281 Tulare Street, Fresno, California on October 12, 2016, at the hour of 10:00 a.m.

27 BE IT FURTHER RESOLVED that notice of the adoption of this resolution and
28 the time and place of opening of bids shall be given by the Clerk to the Board by posting

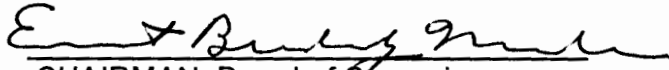
1 copies of the Resolution signed by the Chairman of the Board in three (3) places in the
2 County of Fresno not less than fifteen (15) days prior to the date of said meeting and by
3 publishing a notice once a week for at least three (3) successive weeks prior to said
4 meeting in the Fresno Business Journal, a newspaper of general circulation printed and
5 published in the County of Fresno.

6 THE FOREGOING was passed and adopted by the following vote of the Board of
7 Supervisors of the County of Fresno this 13th day of September 2016, to-wit:

8
9 AYES Supervisors Borgeas, Mendes, Pacheco, Perea, Poochigian

10 NOES None

11 ABSENT None

12
13 
14 CHAIRMAN, Board of Supervisors

15 ATTEST

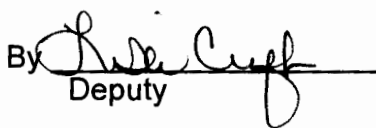
16 BERNICE E. SEIDEL

17 Clerk, Board of Supervisors

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By 
Deputy

21

22 AGENDA # 61

23 RESOLUTION # 16-361

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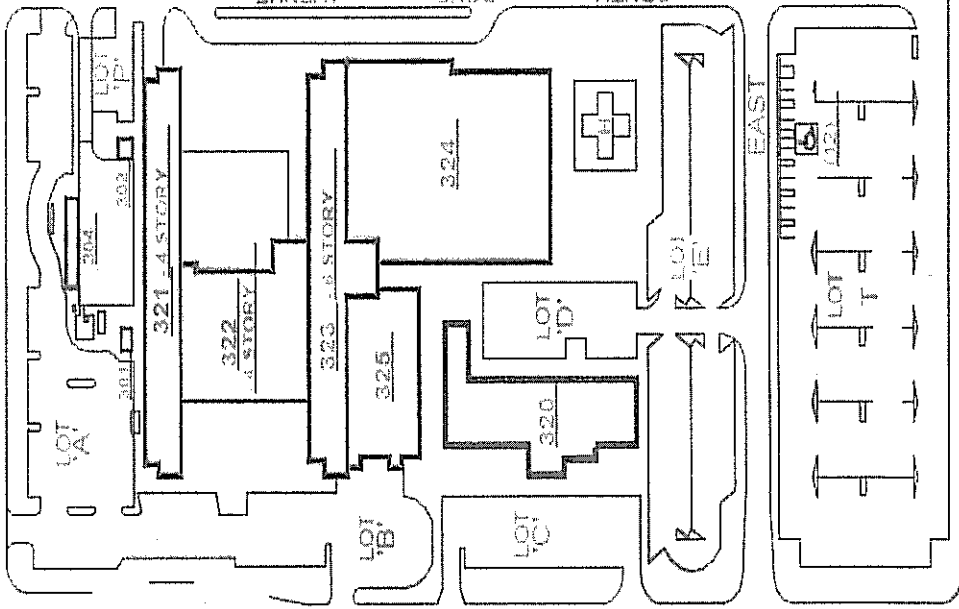
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Exhibit A
UMC Campus

HUNTINGTON

BOULEVARD



KINGS
ROAD

CANYON

ROAD

(STATE

HIGHWAY

Vendor Location