

BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the Matter of:

INTENTION TO OFFER MOBILE FOOD
SERVICES LICENSE AGREEMENT
FOR COURTHOUSE PARK

) 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
Courthouse Park and,

WHEREAS, the County is requesting bids for a License to operate
Mobile/Portable Food Service Units at Courthouse Park, 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 \$12,000.00 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 Courthouse" 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

- 1 in accordance with applicable provisions of the California Government Code.
- 2 6. In the event the first bidder fails to execute the agreement with the County, the
- 3 County may later award the bid to the runner-up bidder under the same terms as
- 4 stated herein or rebid the agreement. Under such an event, the first bidder
- 5 forfeits the \$1,000.00 deposit and will not be eligible to rebid.
- 6 7. The license will be an exclusive license to operate mobile portable food service
- 7 unit(s), Monday through Friday of each week from 6:00 a.m. to 5:00 p.m., except
- 8 on County observed holidays.
- 9 8. There are three (3) designated locations at the Courthouse Park (Exhibit A).
- 10 9. The license will be for a term of five (5) years commencing on or about January
- 11 1, 2017 and ending December 31, 2021.
- 12 10. The agreement may be terminated immediately for breach of contract and
- 13 without cause upon thirty (30) days written notice given by the County of Fresno.
- 14 11. The Licensee shall pay rent in equal monthly installments due the first day of
- 15 each month and if payment is not made by the 7th of each month, a 10% late
- 16 penalty fee will be charged.
- 17 12. The Licensee, including any and all of the Licensee's officers, agents, and
- 18 employees will at all times be acting and performing as an independent
- 19 contractor.
- 20 13. The agreement may be modified from time to time by written consent of all the
- 21 parties.
- 22 14. The agreement shall be non-assignable without the consent of the County of
- 23 Fresno.
- 24 15. Licensee shall hold the County of Fresno harmless from any costs, damages,
- 25 liabilities, claims and losses to any person or property arising from the use of the
- 26 premises.
- 27 16. Licensee shall maintain Commercial General Liability, Automobile Liability and a
- 28 policy of Worker's Compensation insurance as required.

1 17. The Licensee shall, at any time as deemed necessary, make available all of its
2 records and data for audit and inspection by the County of Fresno.

3 18. Licensee shall be responsible for trash removal and cleanup.

4 19. Licensee shall only sell food and food related products from mobile/portable food
5 service units and no tables, stands or other methods of vending will be allowed.
6 No general merchandise shall be sold other than those items specifically
7 approved by the County of Fresno.

8 20. Licensee shall provide food service Monday through Friday, except on County
9 observed holidays and hours mutually agreed upon between both parties.

10 21. Venue for any action arising out of or relating to this license agreement shall only
11 be in Fresno County.

12 22. All notices between either party shall be in writing and shall be delivered by
13 registered mail.

14 23. Electrical power may be available from electrical outlets located in areas
15 designated as 1 and 2 in Courthouse Park.

16 24. Licensee shall limit access to food service locations in designated areas 1, 2 and
17 3 (Exhibit A) in Courthouse Park.

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

20 BE IT FURTHER RESOLVED that bids for the License shall be taken by public
21 auction to be held in the Board of Supervisors' Chambers, Room 301, Hall of Records,
22 2281 Tulare Street, Fresno, California on October 12, 2016 at the hour of 10:00 a.m.

23 BE IT FURTHER RESOLVED that notice of the adoption of this resolution and
24 the time and place of opening of bids shall be given by the Clerk to the Board by posting
25 copies of the Resolution signed by the Chairman of the Board in three (3) places in the
26 County of Fresno not less than fifteen (15) days prior to the date of said meeting and by
27 publishing a notice once a week for at least three (3) successive weeks prior to said
28 meeting in the Fresno Business Journal, a newspaper of general circulation printed and

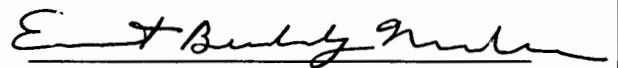
published in the County of Fresno.

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

AYES Supervisors Borgeas, Mendes, Pacheco, Perea, Poochigian

NOES None

ABSENT None

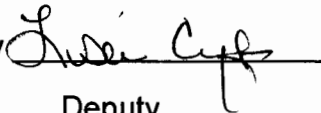


CHAIRMAN, Board of Supervisors

ATTEST

BERNICE E. SEIDEL

Clerk, Board of Supervisors

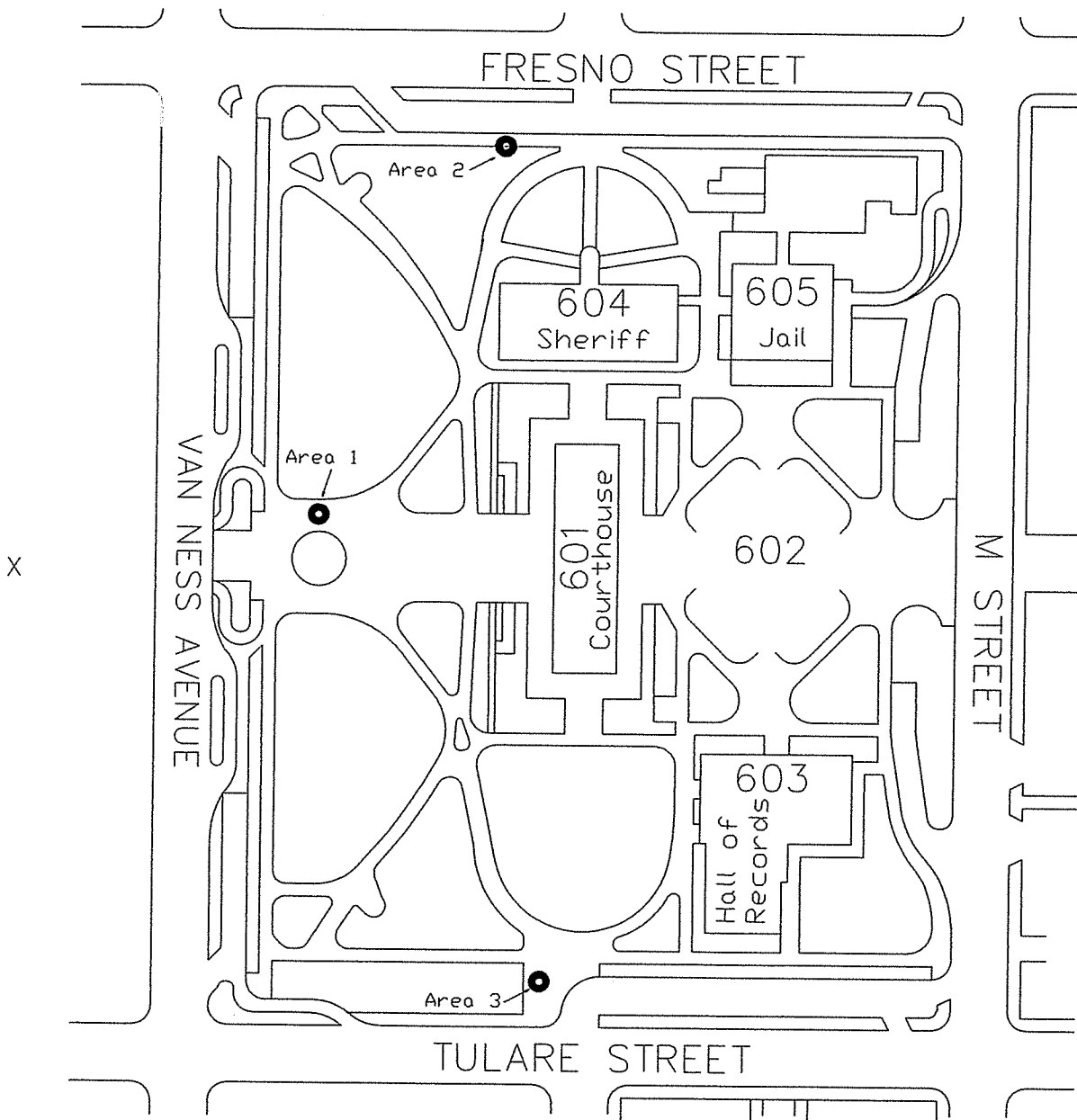
By 
Deputy

AGENDA # 61

RESOLUTION # 16-362

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Exhibit A Courthouse Park



Permitted Entry and Travel Routes

- Area 1 = Enter off Tulare Street by Area 3
- Area 2 = Enter off Fresno Street parking lot
- Area 3 = Enter off Tulare Street parking lot