

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

Exhibit B.

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

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

3. TERM

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

4. TERMINATION

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

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

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

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

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

25 ///

26 ///

27 ///

28 ///

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>	5 <u>CONTRACTOR</u>
6 Fresno County Public Library	6 Fresno County Economic Opportunities Commission
7 Attn: Laurel Prysiazny, County Librarian	7 Attn: Brian Angus, Chief Executive Officer
8 Central Library	8 1920 Mariposa Mall, Suite 300
9 2420 Mariposa Street	9 Fresno, CA 93721
10 Fresno, CA 93721	

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

15 **13. GOVERNING LAW**

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

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

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

10 **CONTRACTOR:**

11 Fresno County Economic Opportunities
12 Commission

13 By: Rev Paul McCoy

14 Print Name: Rev. Paul McCoy

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

18 By: Malia

19 Print Name: Salam Nalia

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

25 Mailing Address:

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

COUNTY OF FRESNO:

By: Brian Pacheco

Brian Pacheco
Chairman, Board of Supervisors

BERNICE E. SEIDEL, Clerk
Board of Supervisors


By: Susan Bishop, Deputy

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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

3 By: 

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

7 By: 

8
9 FRESNO COUNTY PUBLIC LIBRARY
10 REVIEWED AND RECOMMENDED FOR APPROVAL:

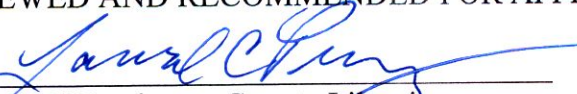
11 By: 
12 Laurel Prysiazny, County Librarian

EXHIBIT A

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">Executive DirectorBoard Chair	<ul style="list-style-type: none">Owner(s)	<ul style="list-style-type: none">Highest agency official (Superintendent, Base commander, etc.)School food service director (if a school food authority)Accountant (if a school food authority)

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	
<p>Name of site: _____</p>	
<p>Address of site: _____</p>	
<p>Site supervisor: _____</p>	
<p>Telephone: _____</p>	
<p>The person named above agrees to:</p> <ol style="list-style-type: none"> 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. 	
<p>_____ Site Supervisor</p>	<p>_____ Date</p>
<p>_____ Sponsor</p>	<p>_____ Date</p>

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
--	-----------

*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).

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