

12
7/21/11

**FRESNO COUNTY
ECONOMIC OPPORTUNITIES COMMISSION**

FOOD SERVICE AGREEMENT

CITY OF FRESNO
City Clerk's Office (Original)

This AGREEMENT is made as of the day and date specified below, between the following parties:

**FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION
(FCEOC)**
1920 Mariposa Mall
Fresno, California 93721-2526

and,

CITY OF FRESNO (CUSTOMER),
Parks & Recreation
Mosqueda Community Center
4670 E. Butler
Fresno, Ca. 93702-4608

AGREEMENT PERIOD JULY 1, 2011 THROUGH JUNE 30, 2014

1. **FCEOC** operates a food preparation center and is not an agent or employee of the City of Fresno. **CUSTOMER** has a need for food service as specified below. The purpose of this **AGREEMENT** is to state the terms and condition under which **FCEOC** will provide food services for the **CUSTOMER**.
2. Services to be Performed. **FCEOC** agrees to perform the following food services for **CUSTOMER**.
 - a. Provide lunch meals Monday through Friday (excluding designated holidays).
 - b. Meals will be delivered to **CUSTOMER** at designated locations in time for scheduled serving times as indicated in Exhibit A.
 - c. The representative menu is attached as **Exhibit A**. Menus will be based on meeting one third (1/3) of the daily minimum nutritional requirements. Any changes to the basic menu must be mutually agreed upon.
 - d. A complete food service checklist, which will include date, menu, number of meals and serving procedures, will be provided to **CUSTOMER** with each delivery.

3. **CUSTOMER'S Duties.** **CUSTOMER** shall be responsible for and shall do following:
 - a. Meal lunch counts to be faxed over before 12:00 noon the previous day of service. FCEOC's FAX number for this purpose is (559) 266-3669. Cancellations or reductions in lunch meal will not be accepted.
 - b. **CUSTOMER** shall cause the serving pans to be rinsed out and packed into the carrier for pickup. The serving pans and containers will be picked up on the next service day.
 - c. **CUSTOMER** acknowledges that they are solely responsible for serving the meals and, in connection therewith, following any reasonable directions of **FCEOC** with regard to the serving of such meals. **CUSTOMER** agrees that the meals shall be consumed during the scheduled lunch hour as shown in Exhibit A.

4. **Menu substitution.** Any snack or lunch substitution requests must be directed to the **FCEOC** Food Preparation Center Nutritionist upon at least five (5) days written notice. **CUSTOMER** understands and agrees that the compliance with any such request shall be at the sole discretion of **FCEOC**.

5. Special meals, banquets, or other special food service requests must similarly be made by **CUSTOMER** to **FCEOC** upon at least five (5) days advance notice. Compliance with any such request shall be at **FCEOC's** sole discretion.

6. In the event **CUSTOMER** requests any special meals, banquets, or special food service which **FCEOC** is willing to provide, the **FCEOC** shall give **CUSTOMER** a price at which **FCEOC** is willing to provide such service and the price, therefore, shall be as specified by **FCEOC**.

7. Payment. **CUSTOMER** agrees to compensate and pay **FCEOC** the following prices:

July 1, 2011 through June 30, 2012	\$3.38 per meal
July 1, 2012 through June 30, 2013	\$3.45 per meal
July 1, 2013 through June 30, 2014	\$3.52 per meal

Supplies to be delivered upon request at cost plus 20%

- a. In addition to the amount specified above, **CUSTOMER** agrees to pay **FCEOC** any applicable sales tax unless **CUSTOMER** provides evidence to **FCEOC** that **CUSTOMER** is exempt from or not subject to the imposition of such tax.
- b. **FCEOC-FS** will send an invoice to **CUSTOMER** on a monthly basis, and, payment shall be due and payable within 20 days following the date of invoice. A late charge of 1 1/2% per month (18% per year) will be charged on past due accounts. Service will cease if full payment is not received within 30 days of the date of invoice. Payment shall be made to:
- FRESNO COUNTY EOC**
Food Services
3100 W. Nielsen Avenue
Fresno, CA 93706
- c. **CUSTOMER** shall be credited for any missing or unacceptable items under the direct control of the Food Preparation Center on a per-meal basis.
8. In the event **CUSTOMER** requests any special meals, banquets, or special food service which **FCEOC** is willing to provide, the **FCEOC** shall give customer a price at which **FCEOC** is willing to provide any such special meal, banquet, or special food service and the price therefore shall be as so specified by **FCEOC**.
9. Terms of Agreement. The terms of this AGREEMENT shall commence July 1, 2011 and continue in full force and effect thereafter until June 30, 2014 or until it is terminated by at least thirty -(30) days written notice from either party to the other.

This AGREEMENT is subject to **CUSTOMER'S** appropriation of funds in each fiscal year (July 1 to June 30) of this AGREEMENT sufficient for the continued performance of its obligations hereunder. Termination due to **CUSTOMER'S** non-appropriation shall not be considered a breach of this AGREEMENT. Any such termination shall not relieve a party of its obligations due and owing at the of termination.

10. Hold Harmless. “**FCEOC** shall indemnify, hold harmless and defend **CUSTOMER** and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the **FCEOC**, **CUSTOMER** or any other person, and from any and all claims, demands and actions in the law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of **FCEOC** or its officers, officials, employees, agents or volunteers in the performance of this **Agreement**.”

CUSTOMER shall indemnify, hold harmless and defend **FCEOC** and each of its officers, official, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by **CUSTOMER**, **FCEOC** or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconducts of **CUSTOMER** or any of its officers, officials, employees, agents or volunteers in the performance of this **Agreement**; provided nothing herein shall constitute a waiver by **CUSTOMER** of governmental immunities including California Government Code section 810 et seq.

FCEOC agrees that this **Agreement** shall in no way act to abrogate or waive any immunity available to **CUSTOMER** under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of **FCEOC** or any of its officers, officials, employees, agents, or volunteers, and **CUSTOMER** or any of its officials, employees, agents or volunteers, and **CUSTOMER** or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California’s theory of comparative negligence as presently established or as may be modified hereafter.

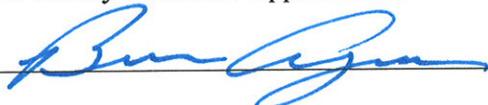
11. Governing Law, Entirety of AGREEMENT, and Partial Invalidity. This **AGREEMENT** shall be governed by the laws of the State of California. It constitutes the entire **AGREEMENT** between the parties regarding its subject matter. If any provision in this **AGREEMENT** is held by any court to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force.
12. Certificate of Insurance. “Without limiting the indemnification of each party as stated herein, it is understood and agreed that **FCEOC** and **CUSTOMER** shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this **Agreement**.”
13. Examination of Records. **FCEOC** will make records available for review upon request by **CUSTOMER** and the State of California for any monies spent. Records are proprietary and will be considered confidential and only used as support for the terms of this **AGREEMENT**.

A provision that the Department and the Department of Health, Education and Welfare shall have the right to inspect or reproduce all books and records of the subcontractor as they relate to the provision of goods and services under the terms of the subcontract. Such books and records shall be available for inspection or reproduction at all reasonable times at the subcontractor's place of business for a term of at least four years from the effective date of the subcontract. In addition to the above, the California Department of Aging, Department of Health Services and the Department of Health and Human Services have the right to inspect or reproduce all books and records at the subcontractor's place of business.

A provision requiring the subcontractor's upon written request, to furnish financial reports relating to the provision of services under the subcontract and the payment therefore to the adult day health center and to the Department in such form and at such times as required by the adult day health care provider to fulfill its obligations for financial reporting to the Department.

EXECUTED AS OF THIS _____ DAY OF _____, 2011

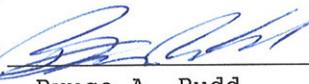
Fresno County Economic Opportunities Commission

By: 

Title: _____
Brian Angus, Executive Director

Date: 6-9-11

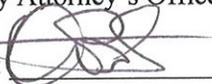
City of Fresno

By: 
Bruce A. Rudd

Title: Interim PARCS Director

Date: _____

City Attorney's Office

By: 

Date: 7/15/11
Katie Bradley Doerr

City Clerk's Office

By: 

Date: 8-8-11

EXHIBIT A

SITES

SERVING TIMES

Calwa

11:30 AM

Einstein

11:30 AM

Las Casitas

11:45 AM

Mary Ella Brown

11:00 AM

Quigley

11:00 AM

Romain

11:15 AM



REPORT TO THE CITY COUNCIL

Presented to City Council

Date 7-21-11Disposition rec. approved

July 21, 2011

AGENDA ITEM NO. 1LCOUNCIL MEETING 7/21/11

APPROVED BY _____

DEPARTMENT DIRECTOR _____

CITY MANAGER 

FROM: BRUCE A. RUDD, Interim Director
Parks, After School, Recreation and Community Services Department

BY: SHAUN SCHAEFER, Community Recreation Supervisor II *SS*
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVE AND RATIFY THE RENEWAL OF SENIOR HOT MEALS FOOD SERVICE AGREEMENT WITH THE FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION (DISTRICTS 1, 2, 3, 5 & &)

RECOMMENDATIONS

It is recommended that the Council authorize the Parks, After School, Recreation and Community Services (PARCS) Department Director to execute a renewal agreement for food service of the Senior Hot Meals (SHM) Program with the Fresno County Economic Opportunities Commission (FCEOC) for FY 2012.

EXECUTIVE SUMMARY

This is an annual food service agreement (year to year) with FCEOC. FCEOC will provide PARCS with SHM congregate meals. FCEOC provides lunch meals Monday through Friday (excluding designated holidays) at designated locations in time for scheduled serving times. This food service enables the City to offer a viable program for senior citizens at 15 sites throughout Fresno.

FCEOC's responsibilities shall include, but are not limited to, the following:

1. Provide lunch meals Monday through Friday (excluding designated holidays).
2. Meals will be delivered to the City at designated locations.
3. Menus will be based on meeting one-third (1/3) of daily minimum nutritional requirements.
4. A complete food service checklist, which will include date, menu, number of meals and serving procedures, will be provided to the City with each delivery.

BACKGROUND

In FY 2011, 68,121 congregate meals were served to seniors. The contract provides a mechanism for the City to continue to purchase congregate meals from FCEOC at 15 sites. On January 4, 1994 Council gave authority to the PARCS Department to assume the site management responsibility for the Senior Hot Meals Program from the FCEOC. The City assumed the site management responsibility based upon the premise that there would be opportunities for program expansion through cost savings. PARCS is a partner with the Fresno Madera Area Agency on Aging (FMAAA), which also provides meal allotments to senior sites and provides site management resources.

There are two components to the Senior Hot Meals Program: (1) preparation and delivery of congregate meals and (2) site management, which includes monitoring sites and services, recruitment of participants and volunteers, program development and administration. Congregate meals are those which are provided at 15 sites and funded by FMAAA through federal and state funds, CDBG funds, and donations collected at the meal site.

FISCAL IMPACT

Consistent with prior years, the meal funding is derived from Community Development Block Grant dollars appropriated in the FY 2012 Senior Hot Meal program budget.