

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and CENTRAL CALIFORNIA FOOD BANK (CCFB), 501(c)3 Nonprofit Organization (Service Provider).

RECITALS

WHEREAS, City desires to obtain edible food recovery services for Senate Bill 1383 Edible Food Recovery (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as Central California's largest Hunger Relief and edible food recovery organization and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Public Utilities Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance.
 - (a) This Agreement shall be effective from the first set forth above (Effective Date) and shall continue in full force and effect through March 31, 2026, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding, for up to two (2), one-year extensions upon mutual written agreement of parties. A written request for extension must be submitted by the requesting party 90 days prior to the date above. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
 - (b) Service Provider's operations shall be January 1st through December 31st each year that this Agreement is in full force and effect; as described in **Exhibit B**.

3. Compensation.

- (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$300,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.
- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor

shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
- 7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City 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 City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

- 8. Insurance.
 - (a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The

required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure

and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event that the Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.

- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination

under any program or activity made possible by or resulting from this Agreement.

- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that

Service Provider is performing its obligations in accordance with the terms and conditions thereof.

- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
- (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or

assigns, shall be null and void unless approved in writing by the City Manager or designee.

- (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

CENTRAL CALIFORNIA FOOD BANK,
501(c)3 Non-profit Organization

By: _____
Paul Amico
Interim-Director of the Department
of Public Utilities

DocuSigned by:
By: Natalie Caples 8/5/2025
043C48C1F80C4C6...
Name: Natalie Caples

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Angela M. Karst 8/6/2025
0A8F88F889DD447...
Angela M. Karst
Senior Deputy City Attorney

Title: Co-CEO
(If corporation or LLC., Board Chair,
Signed by: _____ (res.)

By: Kym Dildine 8/5/2025
F4F1F47D9297450...
Name: Kym Dildine

Title: co-CEO
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Jillian Gaytan, Business
Manager
1626 E Street
Fresno, CA 93706
Phone: (559) 621-8618
E-mail: jillian.gaytan@fresno.gov

Service Provider:
Central California Food Bank
Attention: Chanel Ruiz-Mendez, Director
of Development
4010 E Amendola Drive
Fresno, CA 93725
Phone: (559) 237-3663 x 1115
E-mail: cruizmendez@ccfoodbank.org

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Central California Food Bank** Edible Food Recovery

PROGRAM OVERVIEW

Central California Food Bank (CCFB) will support the resource and education distribution of Senate Bill 1383 (SB 1383) Edible Food Recovery requirements through social media partnering, food bank personnel, pallets, totes, packaging materials, and other operational supplies for edible food distribution, and collection of edible food recover within the city of Fresno.

- Educate Commercial Edible Food Generators
- Educate the Public on Organic Waste Disposal Reduction
- Edible Food Distribution

CCFB shall inspect the food donations and confirm the integrity of packaging and labeling; confirm it is an acceptable food item pursuant to this Agreement; and, ensure that the donation meets all food quality and safety standards set forth in this Agreement and applicable law.

Prior to distribution to the community, CCFB will inspect all donated product to ensure it meets packaging, labeling, quality, and safety standards set forth in this Agreement and applicable law.

PERFORMANCE GOALS

- 406.14 tons of food collected annually
 - March 1, 2024 to Feb 28, 2025- 15% increase over the baseline (468 tons| 934,122 lbs.)
 - March 1, 2025 to Feb 28, 2026- 15% increase over previous years number (537.12 tons |1,074,241lbs.)
- Food collected will be reported by
 - Source of Food: National and local donors, national and local vendors, retail store donations, reclaim and food drives, institutes, food service facilities, bakeries, etc.
 - Type of Food Item: Bread and Pastries, Dairy and Deli, Assorted Meat, Assorted Produce, Mixed Dry.
 - # tons of food distributed
 - # of households served at Groceries2Go and First Fruits Market
 - Conduct Ongoing Education

Ensure that new and existing retail partners receive clear information about donation criteria, food handling practices, and the environmental and community impact of food recovery. Education may be delivered through scheduled trainings, site visits, email communications, or resource sheets. This will also include a site visit to each participating retailer each month to facilitate donation pickup and reinforce donation best practices. These visits allow for ongoing relationship building, timely feedback, and problem-solving, which supports sustained participation and compliance.

- Organic Waste and Consumer Outreach:

While Central California Food Bank's primary focus remains on food recovery and hunger relief, the organization is open to exploring supportive roles in public outreach efforts that align with its mission and capacity. This may include, where feasible and appropriate, assisting with the City of Fresno with distributing materials about food waste reduction or providing space for resource distribution, such as informational materials or organics bins provided by the City of Fresno, at select food distribution sites. Any such participation will be determined in coordination with the County of Fresno and will be based on the Food Bank's internal resources, programmatic priorities, and alignment with the populations it serves.

MONITORING

In addition to quarterly activity reports, progress and outcomes, the City of Fresno staff will monitor through regular meetings, site visits, inspection of files/contracts, financial audits, and observation of food recovery and distribution practices.

COMMERCIAL EDIBLE FOOD GENERATOR CONTRACTS

CCFB is responsible for negotiating and executing contracts with Commercial Edible Food Generators for services required in the ordinary course of business in accordance with edible food recovery practices.

ADDITIONAL REPORTING REQUIREMENTS

Edible Food Recovery:

- Tier One Commercial Edible Food Generators
 - # Number contracted by term date of this Agreement
 - 49 of supermarkets
 - 1 of food service providers
 - 3 of food distributors
 - 2 of wholesale food vendors

SCHEDULE OF FEES

COMPENSATION:

In no event shall compensation paid for services performed under this Agreement exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Any additional costs are the responsibility of Central California Food Bank.

REQUESTS FOR REIMBURSEMENT:

CCFB’s activities will be funded on a reimbursement basis with proof of actual expenses incurred and paid. Copies of all supporting documents must be clear and legible. Reimbursement packets must be completed and organized. All costs must be allowable according to 2 CFR 200 and all other applicable federal and state rules and regulations. Any expenses included that are not allowable will be deducted from the amount reimbursable. Expenses included in the general ledger or reimbursement request form that do not have supporting documentation will be deducted from the amount reimbursable.

Due to the extended timeline required to establish this Agreement, the City will allow the initial reimbursement request submitted by CCFB to include eligible expenses incurred for the specified services rendered during the period of March 1, 2024 through June 30, 2025. Thereafter, CCFB shall submit quarterly reimbursement packets on or before the 15th calendar day after the expiration of each calendar quarter. Supplemental invoice packets received by City staff 45 calendar days after the expiration of a calendar month may not be eligible for reimbursement. Supplemental invoice packets received by City staff 45 calendar days after the termination date of the Agreement as specified in section 2 of this Agreement, may not be eligible for reimbursement.

Invoice Schedule

Performance Period	Due Date
January – March	April 15 th
April – June	July 15 th
July – September	October 15 th
October – December	January 15 th
Due to prolonged negotiations the initial invoice for services from March 1, 2024, through June 30, 2025, is due July 31, 2025.	

REPORTING:

Quarterly Report – Submitted with the invoice packets following the **Invoice Schedule**. Quarterly reports must include progress toward **Performance Goals** and **Additional Reporting Requirements**.

Annual Report – An annual report is required if the Project was operation any time during the performance period, regardless of the Project’s start date. The annual report shall be submitted in accordance with the following schedule:

Performance Period	Annual Report Due
March 1, 2025 – February 28, 2025	July 15, 2025
March 1, 2025 – February 28, 2026	March 15, 2026

Final Report upon Early Termination – In the event of early termination, the Service Provider shall submit a final income and expense report to the City no later than 30 days prior to the effective date of termination.

Final Report (End of Term) – the Service provider’s operational year is defined as January 1st through December 31st for each year in which this Agreement remains in effect. Following the end of the operational year, a final reconciled income and expense report must be submitted by March 15.

Final Request for Reimbursement – The Service Provider shall submit the final request for reimbursement no later than March 15, 2026. Expenses not included in the final reconciled income and expense report submitted on March 15 will not be eligible for reimbursement.

BUDGET DETAILS:

Edible Food Recovery: \$199,000 budgeted

Food recovery operation funds will be used for the purchase of totes, pallets, packaging materials, and other operational supplies for edible food recovery and distribution to food insecure individuals in the city of Fresno.

Edible Food Recovery Personnel: \$101,000 budgeted

Dedicated route driver for edible food recovery and distribution for food insecure individuals in the city of Fresno.

Grocery Rescue Coordinator is responsible for building and maintaining relationships with current retail rescue donors and cultivating new relationships with edible food recovery sites and member partners picking up at rescue sites.

March 1, 2024 - June 30, 2025		
SUPPLIES		
Bags - 1,006 cases (1,006,000 million bags) at \$ 45.008588 per case		\$45,278.64
Bags - 1,020 cases (1,020,000 million bags) at \$ 44.315147 per case		\$45,201.45
Boxes - 27,180 boxes at \$0.7828289 per box		\$21,277.29
Total		\$111,757.38
STAFF		
7/1/24-5/15/25		
FTE .90 -Retail Driver	Hourly Rate of \$22.15 an hour	\$ 37,771.82
FTE .25 - Grocery Rescue Coordinator	Hourly Rate of \$23.59 an hour	\$ 11,403.48
5/16/25-6/30/25		
FTE .90 -Retail Driver	Hourly Rate of \$22.15 an hour	\$ 4,784.40
FTE .25 - Grocery Rescue Coordinator	Hourly Rate of \$23.59 an hour	\$ 1,415.40
Section Total		\$ 55,375.10
TIME PERIOD TOTAL		\$ 167,132.48

July 1, 2025 - February 28, 2026		
SUPPLIES		
Bags - 1,000 cases (1M bags) at \$ 44.71605 per case		\$ 44,716.05
36 "Triwall Sleeve Totes - 600 at \$ 16.59 each		\$ 9,954.00
24" Triwall Sleeve Totes - 600 at \$ 9.98 each		\$ 5,988.00
Lids and bottoms for Totes - 2400 at \$ 2.06 each		\$ 4,944.00
1% vendor discount on Totes/Lids/Bottoms		\$ (208.86)
Boxes - 28,000 boxes at \$0.7828289 per box		\$ 21,919.21
Total		\$ 87,312.40
STAFF		
FTE .90 - Retail Driver	Hourly Rate of \$22.82 an hour	\$ 23,002.56
FTE .25 - Grocery Rescue Coordinator	Hourly Rate of \$24.30 an hour	\$ 27,216.00
Section Total		\$ 50,218.56
TIME PERIOD TOTAL		\$ 137,530.96
GRAND TOTAL		\$ 304,663.44

The maximum amount payable by the City under this agreement shall not exceed \$300,000. Any additional costs are the responsibility of Central California Food Bank.

DEFINITIONS:

Commercial Edible Food Generator

“Commercial Edible Food Generator” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined by 14 CCR Section 189982(a)(18). For the purposes of this Agreement, Edible Food is not solid waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

Food Bank

“Food Bank” has the same meaning as defined in Section 113783 of the California Health and Safety Code and means a surplus food collection and distribution system operated and established to assist in bringing donated food to Nonprofit Charitable Organizations and individuals for the purposes of reducing hunger and supplying nutritional needs; or as otherwise specified in 14 CCR Section 18982(a)(25).

Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24). Food Recovery may include the collection of Edible Food for distribution to food insecure individuals and may take forms such as, but not limited to: Gleaning, Perishable food rescue/salvage, Non-Perishable food collection, and rescue of Prepared Food.

Food Recovery Organization (FRO)

“Food Recovery Organization” or “FRO” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A Food Bank as defined in Section 113783 of the California Health and Safety Code,
- B. A Nonprofit Charitable Organization as defined in Section 113841 of the California Health and Safety code; and,
- C. A Nonprofit Charitable Temporary Food Facility as defined in Section 113842 of the California Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and Central California Food Bank (Service Provider)** Edible Food Recovery

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Service Provider, or any party the Service Provider subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;

- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

1. The Commercial General Liability policy shall be written on a per occurrence form.
2. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the General Liability and Auto Liability policies. Service Provider shall establish additional insured status for the City and for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
3. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
4. Service Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Service Provider's insurance and shall not contribute with it. Service Provider shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.
5. All policies of insurance shall be endorsement to provide a Waiver of Subrogation in favor of the City of Fresno, its officers, officials, employees, agents and volunteers.
6. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to City. If the policy cannot be endorsed to provide this, the Service Provider is responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Service Provider shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Service Provider shall provide

a new certificate, and applicable endorsements, evidencing renewal of such policy not less than five (5) calendar days prior to the expiration date of the expiring policy.

7. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

8. The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

Service Provider shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Service Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy verified to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, Service Provider shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and Service Provider shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with Service Provider, and City, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Edible Food Recovery

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

N/A

☐ Additional page(s) attached.

Signed by: Kym Dildine
 Signature F4F1F47D9297450...

8/5/2025

Date

Kym Dildine

Name

Central California Food Bank

Company

4010 Amendola Drive

Address

Fresno, CA 93725

City, State, Zip