

**32301**

AGREEMENT NUMBER <b>CN110041</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
**California Department of Education**

CONTRACTOR'S NAME  
**City of Long Beach**

2. The term of this Agreement is: **7/1/2011** through **9/30/2011**

3. The maximum amount of this Agreement is: **\$ 2,151.04**  
 Two thousand, one hundred fifty one dollars and four cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |  |           |
|--|--|-----------|
| Exhibit A – Scope of Work  | APPROVED AS TO FORM<br>6/16/2011         | 2 page(s) |
| Exhibit B – Budget Detail and Payment Provisions   | ROBERT E. HANCOCK, Attorney<br>6/16/2011 | 2 page(s) |
| Exhibit C* – General Terms and Conditions  |  | GTC 610   |
| Check mark one item below as Exhibit D:  |  |           |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) |  | 1 page    |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |  |           |
| Exhibit E – Additional Provisions  |  | 1 page    |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only  <b>DEPARTMENT OF GENERAL SERVICES</b> APPROVAL NOT REQUIRED SCM 4.4 OR 9I-0211-EDU-HQ1  <b>DEPARTMENT OF GENERAL SERVICES</b> APPROVAL NOT REQUIRED SCM 4.4 OR 9I-0211-EDU-HQ1
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>City of Long Beach</b>		
BY (Authorized Signature)  <b>Assistant City Manager</b>	DATE SIGNED (Do not type) <b>7.12.11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Patrick West, City Manager</b>		
ADDRESS <b>333 West Ocean Blvd Long Beach, CA 90802</b>	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.	
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Department of Education</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>7/27/11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sharon Taylor, Director, Fiscal and Administrative Services Division</b>		
ADDRESS <b>1430 N Street, Room 2213, Sacramento, CA 95814</b>		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Contractor will provide health and sanitation inspections within jurisdiction as described herein.

II. PROJECT MONITORS:

The CDE assigns Janice Hunt, (916) 327-8970 as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns Robert Rainey, (562) 570-4092 as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

## EXHIBIT A

### Scope of Work

Contractor's Responsibility: The contractor, City of Long Beach, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors visit food preparation facilities and/or sites where meals are delivered and eaten. Inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will provide written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

The Department of Education's Responsibility: The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of 32 inspections.

The contractor shall submit all invoices to the CDE no later than September 30, 2011. Invoices received by the CDE after September 30, 2011, may not be paid. The contractor shall submit to the CDE for review copies of all reports generated as a result of the contractor's inspections. The contractor shall keep on file all reports for three years following the conclusion of the contract. The contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed. The invoices should be submitted to:

California Department of Education  
Nutrition Services Division  
ATTN: Laura Sauer  
1430 N Street, Suite 1500  
Sacramento, CA 95814

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN110041** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 1500  
Sacramento, CA 95814  
Attention: Laura Sauer**

**II. BUDGET CONTINGENCY CLAUSE:**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

**III. PAYMENT:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## Exhibit B Budget Detail

### City of Long Beach

Contractor will provide a total of 32 inspections for a total of \$2,151.04.

Inspections to be conducted: <b>July 1, 2011 – September 30, 2011</b>						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	32	X	\$67.22	=	\$2,151.04	
On-site Preparation Sites	0	X	\$0	=	\$0	
Meal Preparation Facilities	0	X	\$0	=	\$0	

**Total Contract**

**\$2,151.04**

2

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**III. RIGHT TO TERMINATE:**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority

# ENCUMBRANCE SHEET

CO-510 (Rev. 9/10)

CONTRACT NO	A M NO.
CN110041	
VENDOR NO	
2199-01	

CONTRACTOR'S NAME  
**City of Long Beach**

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
<b>\$2,151.04</b>	<b>SUMMER FOOD SERVICE-HEALTH INSPE</b>				<b>Federal</b>
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
	2011/12	0191	404	01975	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	Proj. NO	Fed Cat. NO
	2011	BA	6100-001-0890	000075	10559021

*Approved Upon  
Enactment Of  
Budget Act*

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO.	FC NO

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO.	FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO.	FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO.	FC NO

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)				FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA	
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO.	FC NO

*Payments made from support appropriation may originate in the General Fund Clearing Account (6100-001-0001, Program 99), and per the approved plan of financial adjustment will be transferred to the encumbered funding. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER	DATE
	4/26/11