



**LEMOORE UNION HIGH SCHOOL DISTRICT**

5 Powell Ave., Lemoore CA, 93245

**To:** Lemoore Union High School District Board of Trustees  
**From:** Mark Howard  
**Date:** March 14, 2019  
**Subject:** Agreement – Nutritional Concepts, LLC

**Background:**

Seeking the Governing Board's ratification and approval of the enclosed agreement with **Nutritional Concepts, LLC** to provide cafeteria consulting services from April 23 to April 26. The objective of the consultant is to review the current Child Nutrition Program at LUHSD and identify areas of opportunity and provide recommendations to improve our meal offerings and culinary practices.

**Financial Impact:**

*Fees estimated to range from \$4,000 to \$5,000*

This will be expensed from the Cafeteria fund.

**Recommendation:**

Approve the Contract Agreement.

**NUTRITIONAL CONCEPTS, LLC**  
**Brenda C. Lightfoot**  
**PO Box 503**  
**Huntington Beach, CA 92648**  
**Mobile 559.901.6912**  
**Emai: <mailto:brendalightfoot01@gmail.com>**

**THIS AGREEMENT** is made and entered into this 28th day of February, 2019, by and between the Lemoore High School District, hereinafter referred to as the "**AGENCY**", and Nutritional Concepts, LLC/Brenda Carol Lightfoot, M.A., the "**CONSULTANT**".

**WHEREAS**, the **AGENCY** is in need of special administrative services and advice in the areas of Child Nutrition Programs; and exploring the options for no charge meals programs for Lemoore High School District.

**WHEREAS**, Government Code section 53060 authorizes the **AGENCY** to contract for special administrative services and advice if such persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the **CONSULTANT** is specially trained and experienced and competent to perform the special consulting services required by the **AGENCY**

**NOW, THEREFORE**, in consideration of the foregoing premises and upon the terms and conditions contained hereinafter, the parties agree as follows:

**1. Services To Be Performed By Consultant.**

- (a) ***The CONSULTANT will serve as a resource by consulting with and assisting the AGENCY personnel to review the current Child Nutrition Program regarding meal offerings, current culinary practices and meet with the Food Service Director and staff. Participate in an Exit Review with Mark Howard, CBO.***
- (b) The services **CONSULTANT** shall render under this Agreement will supplement and not replace the assistance given by the State of California and Kings County.
- (c) The **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the **AGENCY** and **CONSULTANT**. The **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of the **AGENCY's** employees and shall not be considered in any manner to be the **AGENCY's** employees.

**.2. Compensation.**

- (a) Except as otherwise provided in this Agreement, the **AGENCY** agrees to compensate the **CONSULTANT** for services rendered under this Agreement at the negotiated rate of **\$150.00 per hour, not to exceed 8 hours per day**. The hourly rate is determined by agreement, based on the time and scope necessary to complete the project, or **CONSULTANT** acting as an Interim Director. The rate for periodic, remote only contact is \$150.00 per hour.
- (b) The **AGENCY** will reimburse the **CONSULTANT** using the current Federal Mileage Rate **.58 per mile** amount, for car travel (or other travel expenses when representing the **AGENCY**) of the **CONSULTANT**

under this agreement. Additional supplies needed for said project(s) will be reimbursed with **CONSULTANT** monthly invoice.

- (c) The **CONSULTANT** shall submit monthly invoices in duplicate to the **AGENCY**. The **CONSULTANT** shall support each invoice with a monthly report detailing the services rendered to the **AGENCY** during the billing period. All supplies must have a receipt in order to be reimbursed. **Lemoore High School District will have an Exit Interview with the CBO. Invoice will reflect hours worked per day.**
- (d) All payments by the **AGENCY** shall be made in arrears, after the services have been rendered. Payment shall be made within fourteen (14) days from the date that each monthly invoice is received and it is determined to be in reasonable agreement with the services rendered during the billing period.
- (e) The **AGENCY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide the **CONSULTANT** with a statement of earnings at the end of each calendar year. The **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

### **3. Term of Agreement.**

The initial term of this Agreement is from **April 23 through April 26, 2019** unless sooner terminated pursuant to the provisions of Section 6 of this Agreement (or extended to provide Agency requested services). The **AGENCY** and the **CONSULTANT** may mutually agree in writing to extend the initial term of this Agreement, provided that the initial term and any additional term(s) do not exceed five (5) years in the aggregate.

### **4. Obligations of Consultant.**

- (a) During the term of this Agreement, the **CONSULTANT** agrees to diligently and timely perform the services specified in Section 1 above.
- (b) The **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- (c) At all times during the term of this Agreement, the **CONSULTANT** agrees to Liability insurance for the **CONSULTANT's** as required by law. The **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- (d) The **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless the **AGENCY** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder. The **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning the **CONSULTANT** and shall further indemnify, pay for the defense of, and hold harmless the **AGENCY** of and from any such payment or liability arising out of or in any manner connected with the **CONSULTANT's** performance under this Agreement.
- (e) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the **CONSULTANT** without the prior written consent of the **AGENCY**.

### **5. Obligations of the Agency.**

The **AGENCY** agrees to comply with all reasonable requests by the **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of the **CONSULTANT's** duties under this Agreement.

## **6. Termination of Agreement.**

- (a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- (b) Should the **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, the **AGENCY** may terminate this Agreement by giving written notification to the **CONSULTANT**.
- (c) If at any time during the performance of this Agreement the **AGENCY** determines, in its sole discretion, to suspend indefinitely or abandon the services under this Agreement, the **AGENCY** shall have the right to terminate the performance of the **CONSULTANT's** services hereunder by giving 14 days written notification to the **CONSULTANT** of its intention to terminate. Should the **CONSULTANT** choose to terminate service to the **AGENCY**, Consultant shall give 14 days written notification of its intent to terminate.
- (d) In the event that the **AGENCY** terminates this Agreement under paragraph (b) or (c) of this Section, the **CONSULTANT** shall only be paid for those services rendered to the date of termination.

## **7. General Provisions.**

- (a) Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for the **AGENCY** and the **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.
- (b) The **AGENCY** and the **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by the **CONSULTANT** pursuant to this Agreement shall be considered a "work made for hire" and the **AGENCY** the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that the **AGENCY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.
- (c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by the **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.
- (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (f) Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of the **AGENCY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of The Auditor General of the State of California for a period of three (3) years after final payment is made under this Agreement. The **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period. In addition, upon reasonable prior request, the **CONSULTANT** shall make available all such books, records and files for review and inspection by the **AGENCY**.

- (g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written.

**"AGENCY"**

**"CONSULTANT"**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Mark Howard, Director of Business Services  
Lemoore Union High School District  
5 Powell Avenue, Lemoore, CA 93245  
559-924-6610 ext. 1206 | Fax 559-924-9212

Brenda C. Lightfoot, Consultant  
Nutritional Concepts, LLC  
PO Box 503, Huntington Beach, CA  
559-901-6912

Date: \_\_\_\_\_

Date: \_\_\_\_\_

If Required: Date of Approval by Governing Board: \_\_\_\_\_

PO# \_\_\_\_\_