

**CONTRACT NAME: AGREEMENT BETWEEN UNITED WAY CALIFORNIA
CAPITOL REGION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide meals, breakfast, lunch and snacks to the recipients of the many United Way programs in the greater Sacramento area. The DJUSD Central Kitchen produces the meals that are distributed by DJUSD Nutrition Services employees to 15 locations in the Sacramento area.

This contract is for the Summer Food Service Program and is for the period June 1, 2018 through August 10, 2018.

SUMMER FOOD SERVICE PROGRAM AGREEMENT TO PROVIDE FOOD SERVICE

This agreement is entered into on DAY: 07 MONTH: MAY YEAR: 2018 by and between

SFSP SPONSOR UNITED WAY CALIFORNIA CAPITAL REGION, herein after referred to as the **Agency**, and

FOOD SERVICE VENDOR NAME: DAVIS JOINT UNIFIED SCHOOL DISTRICT, herein after referred to as the **Vendor**.

Whereas, it is not within the capability of the Agency to prepare specified meals under the Summer Food Service Program (SFSP); and

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Agency's facility(ies); and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis.

Therefore, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare unitized meals for ☐ **delivery*** ☐ **pickup*** ☒ **inclusive** or ☐ **exclusive**** of milk or juice each day, in accordance with the number of meals requested and at the cost(s) per meal listed below at the following location:
(Attach additional sheet of paper if necessary.)

NAME OF LOCATION MULTIPLE LOCATIONS – SEE ATTACHED LIST

ADDRESS/CITY/STATE/ZIP THROUGH SACRAMENTO, PLACER AND YOLO COUNTIES

ENTER THE TIME OF DAY THAT MEALS WILL BE AVAILABLE TO THE AGENCY

>30 MIN BEFORE MEAL TIME

BREAKFAST	<u>\$1.10</u>	EACH	LUNCH	<u>\$2.65</u>	EACH
SUPPLEMENT/SNACK	<u>\$0.80</u>	EACH	SUPPER	<u>\$2.65</u>	EACH

2. Provide the Agency, for approval, a proposed cycle menu for the operational period, at least 14 day(s) prior to the beginning of the period to which the menu applies. Any changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education (CDE) and documented on the menu records.
3. Ensure that each meal provided to the Agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu they use during the school year in lieu of using the SFSP Meal Pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus were provided to the Agency during the term of this agreement; (2) a listing of all components of each meal; and, (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

* Check either pickup or delivery or both if this agreement is for a combination of sites that require both types of delivery.

** Check whether the vendor is to "include" or "exclude" milk and juice with the meal.



SUMMER FOOD SERVICE PROGRAM FOOD SERVICE AGREEMENT

Page 2

-
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
 6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered/picked up by the Agency. Meal count documentation must include the number of meals requested by the Agency.
 7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made Within the following scheduled delivery time: * 24 HOURS
 8. Present to the Agency an invoice accompanied by reports no later than the 10 day of each month, which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Agency for any excess costs the Agency incurs by obtaining meals from another source.
 9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. The Vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
 10. Obtain for meals, which it prepares, periodic inspections by the local health department or an independent agency to determine bacteria levels in the meals and conformance with standards set by local health authorities.
 11. Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
 12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request, make all accounts and records pertaining to the agreement available to a certified public accountant hired by the Agency, representatives of the CDE, USDA, and the Office of Inspector General for audits or administrative reviews at a reasonable time and place.
 13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
 14. Be paid by the Agency for all meals delivered/picked up in accordance with the agreement. Neither the CDE nor the USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pickup by the Vendor and the number of meals served by the Agency that are eligible for reimbursement.
 15. Accept commodities from the Agency. The commodities will be used in the preparation of meals provided for the SFSP. The Vendor will reduce the price of the meals by the fair market value of the commodities used in the meals. Price reductions will be itemized on the invoice. All commodities until used are the property of the Agency.

* Negotiable time frame, but should be no longer than 24 hours

SUMMER FOOD SERVICE PROGRAM FOOD SERVICE AGREEMENT

Page 3

THE AGENCY AGREES TO:

1. Request by telephone no later than ** 48 , an accurate number of meals to be delivered or picked up by the Agency each day. Notify the Vendor of necessary increases or decreases in the number of meals ordered within *24 hours of the scheduled delivery or pickup time. Errors in meal orders made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery or pickup site at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered or picked up. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.
3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pickup by the Vendor (if applicable) no later than: ** N/A
4. Notify the Vendor, within 14 days of receipt of the next month's proposed cycle menu, of changes, additions, or deletions.
5. Provide the Vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The Agency will, within 24 hours of receipt from the NSD, advise the Vendor of any changes in the food service requirements.
6. Pay the Vendor by the 30TH day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA assume any liability for payment of the difference between the number of meals prepared, picked up by the Agency, delivered by the Vendor, and the number of meals served by the Agency that are eligible for reimbursement.
7. Order only those commodities that can be incorporated into its meals. The Agency shall be responsible for transferring all unused commodities at the close of the SFSP. The Agency is responsible for the fair market value of any commodity losses that may occur.

* Negotiable time frame, but should be no longer than 24 hours

** Time of day or day of week

SUMMER FOOD SERVICE PROGRAM FOOD SERVICE AGREEMENT

Page 4

TERMS OF THE AGREEMENT:

This agreement will take effect commencing on JUNE 1, 2018 and shall end on AUGUST 10, 2018, but no later than September 30. This agreement may be terminated by either party giving notice at least 30 days prior to the date of termination. The Agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that in the event the contract is cancelled, the Agency shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.

SCHOOL FOOD AUTHORITY (SFA) VENDING TO A SPONSOR ONLY:


Identify which program's meal pattern that will be used for this vending agreement and submit a signed copy.

☐ School Nutrition Program (SNP) ☒ SFSP

Agency agrees to allow the school to use the SNP Meal Pattern.

Yes ☒ No ☐

In witness thereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR OFFICIAL (SIGNATURE) 	AGENCY OFFICIAL (SIGNATURE)
VENDOR OFFICIAL NAME (PRINT) BRUCE E. COLBY	AGENCY OFFICIAL NAME (PRINT) STEPHANIE BRAY
TITLE CHIEF BUSINESS OFFICER	TITLE PRESIDENT & CEO
TELEPHONE NUMBER (530) 757-5300	TELEPHONE NUMBER (916) 856-3939
DATE 5-8-2018	DATE