

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

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between United Way California Capital Region and DJUSD allows the District to continue to serve as a vendor for the United Way CCR, preparing and delivering meals for their 2016 Summer Seamless Food Program.

DJUSD will prepare and deliver 1500 lunches and 500 snacks to the Sacramento Food Bank and Family Services in Sacramento.

The term of this contract is from June 6, 2016 to August 12, 2016. The fiscal impact will be \$150,000 for Fund 13.

## SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

This agreement is entered into on DAY: 22 MONTH: April YEAR: 2016 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 ☐ bulk meals (sponsor must have approval from the State Agency) 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

ADDRESS/CITY/STATE/ZIP \_\_\_\_\_

ENTER THE TIME OF DAY THAT MEALS WILL BE AVAILA TO THE AGENCY \_\_\_\_\_

BREAKFAST	\$ _____	EACH	LUNCH	<b>\$2.60</b>	EACH
SUPPLEMENT/SNACK	<b>\$0.70</b>	EACH	SUPPER	\$ _____	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 planning option 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.



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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:      \* 48                      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. 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.
  11. 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.
  12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
  13. 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.
  14. 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

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### 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     \*48     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

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### TERMS OF THE AGREEMENT:

This agreement will take effect commencing on June 6th, 2016 and shall end on August 12th, 2016, 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 VENDING TO A SPONSOR:

- ☒ The District will use the regular School Meal Pattern  
☒ The District will use the SFSP Meal Pattern


If the Agency agrees to the menu planning option, the school will train the Agency by: June 5th, 2016

### AGENCY:

Agrees to allow the District to use the School Meal Pattern noted above. Yes ☒ No ☐

### FOOD SERVICE VENDOR AND SPONSORING AGENCY:

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)
TITLE Assoc. Supt. Business Services	TITLE
TELEPHONE NUMBER 530-757-5300, ext. 122	TELEPHONE NUMBER
DATE April 25, 2016	DATE

SITE NAME	ADDRESS	CITY, State Zip
Placer Sheriff Activities Leauge	3885 Richardson Drive	Auburn, CA 95602
Excel Roseville	313 High Street	Roseville, CA 95678
Boys & Girls Club of Placer County - M&M Clubhouse	679 Lincoln Way	Auburn, CA 95603
Boys & Girls Club of Placer County - EV Cain	150 Palm Avenue	Auburn, CA 95603
West Sacramento Recreational Center Sports Camp	2801 Jefferson Blvd.	West Sacramento, CA 95691
Bridgeway Island KIDS Camp	3255 Half Moon Bay Circle	West Sacramento, CA 95691
Camp Lakeside	3650 Southport Parkway	West Sacramento, CA 95691
Boys & Girls Club of Sacramento - Raley Teen Center	1117 G Street	Sacramento, CA 95814
Mutual Housing - Foothill Farms	5324 Hemlock St	Sacramento, CA 95841
Mutual Housing - Glen Ellen	2394 Glen Ellen Circle	Sacramento, CA 95822
Mutual Housing - Lemon Hill	6000 Lemon Hill Ave	Sacramento, CA 95820
Mutual Housing - Norwood	3335 Norwood Ave	Sacramento, CA 95838
Mutual Housing - River Garden	2201 Northview Drive	Sacramento, CA 95833
Mutual Housing - the Greenway	6311 Sampson Blvd	Sacramento, CA 95824
Mutual Housing - Victory Townhomes	1075 Dixieanne Ave	Sacramento, CA 95815
Saint Patrick Academy	5945 Franklin Blvd.	Sacramento, CA 95824
Salvation Army	2550 Alhambra Blvd	Sacramento, CA 95817
Arcade Library	2443 Marconi Ave	Sacramento, CA 95821
Colonial Heights Library	4799 Stockton Blvd	Sacramento, CA 95820
Martin Luther King, Jr. Library	7340 24th Street Bypass	Sacramento, CA 95822

Mutual Assistance Network (Johnston Community Center)	231 Eleanor Avenue	Sacramento, CA 95818
North Highlands-Antelope Library	4235 Antelope Road	Antelope, CA 95843
Rancho Cordova Library	9845 Folsom Blvd	Sacramento, CA 95827
Sacramento Children's Museum	2701 Prospect Park	Rancho Cordova, CA 95670