

SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

This agreement is entered into on DAY: 15 MONTH: JUNE YEAR: 2018 by and between

SFSP SPONSOR CITY OF RIVERSIDE, herein after referred to as the **Agency**, and

FOOD SERVICE VENDOR NAME: RIVERSIDE 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 RUSD NUTRITION SERVICES

ADDRESS/CITY/STATE/ZIP 6050 INDUSTRIAL AVENUE RIVERSIDE, CA 92504

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

BREAKFAST	\$	EACH	LUNCH	\$2.90	EACH
SUPPLEMENT/SNACK	\$	EACH	SUPPER	\$	EACH

2. Provide the Agency, for approval, a proposed cycle menu for the operational period, at least 30 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.

Page 2

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

SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

Page 3

THE AGENCY AGREES TO:

1. Request by telephone no later than ** 2PM/1DAY , 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 0 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 STANDARD FOOD SERVICE AGREEMENT

Page 4

TERMS OF THE AGREEMENT:

This agreement will take effect commencing on JUNE 18, 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 VENDING TO A SPONSOR:

Enter the SMI planning option(s) you will use and submit a menu to the sponsor for NSD's approval if it is not the standard SFSP Meal Pattern: FOOD BASED MENU

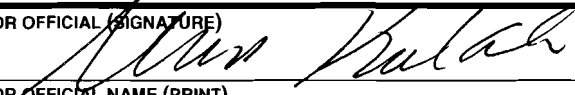
If the Agency agrees to the menu planning option, the school will train the Agency by: June 15, 2018

AGENCY:


Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):

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) MAYS KAKISH	AGENCY OFFICIAL NAME (PRINT) AL ZELINKA
TITLE CBO	TITLE ASST. CITY MANAGER
TELEPHONE NUMBER 951-788-7135 x 80423	TELEPHONE NUMBER 951-826-5553
DATE <u>5/4/2018</u>	DATE

CERTIFIED AS TO FUNDS AVAILABILITY:

By: 
Chief Financial Officer/ City Treasurer

Approved as to Form:

By: 
Elliot H. Min
Deputy City Attorney

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN — SCHEDULE B

VENDOR #:

AGREEMENT #:

PAGE 2

MEAL PATTERN REQUIREMENT ENDNOTES

- ¹ **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component. Sweet snack food products should not be served as part of a supplement (snack) more than twice a week.
- ² **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- ³ **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- ⁴ **VEGETABLE/FRUIT:** Serve two or more kinds of vegetable(s) and/or fruit(s) for lunch or supper. Full strength vegetable or fruit juice may be counted to meet not more than one-half of the lunch or supper requirements. Full-strength vegetable or fruit juice must be served for breakfast and snack. Juice may not be served for snack when the only other component is milk.
- ⁵ **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (0.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) *Food Buying Guide* or the grains/breads chart for Child Nutrition Programs.
- ⁶ **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA *Food Buying Guide*.
- ⁷ **MEAT/MEAT ALTERNATES:** No more than one-half of the requirement shall be met with nuts or seeds for lunch and supper. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; ¼ cup of cottage cheese is equal to 1 oz. of meat alternate; ½ cup of yogurt is equal to 1 oz. of meat/meat alternate. Nut or seed butter may satisfy 100 percent of the requirement.

SPECIAL MEAL PATTERN AND DIETARY NEEDS

1. Will any site be serving children under age 1 year (infants 0 – 12 months)? ☐ Yes ☒ No
If yes, you must use the appropriate meal pattern for this age group. An infant meal pattern will be supplied by the California Department of Education (CDE).
2. Does any site anticipate the need to use a multi-age group meal pattern, (i.e., smaller portions for children ages 1–3 or 3–6 years)? If yes, a multi-age meal pattern will be supplied by the CDE. ☐ Yes ☒ No
3. Does any site anticipate the need to plan and/or prepare special diets for children with disabilities? (Training in this area is available by the CDE.) ☐ Yes ☒ No

CERTIFICATION

I certify that the Agency will comply with all meal and component requirements set forth in Title 7 of the Code of Federal Regulations, Part 225.16 and other requirements as outlined above. I understand that any meal served not meeting these requirements cannot be claimed for reimbursement under the Summer Food Service Program.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Maria E. Lopez

DATE

4/20/18

VENDOR #: 23670

CNIPS ID #: 04036

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN — SCHEDULE B

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK ¹ (CHOOSE TWO OF THE FOUR)
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s)			
Vegetable(s) and/or fruit(s) <i>or</i>	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice <i>or</i>	½ cup (4 fl. oz.)		¾ cup (6 fl. oz.)
An equivalent quantity of any combination vegetables(s), fruit(s), and juice			
Grains/Breads⁵			
Bread	1 slice (.9 oz.)	1 slice (.9 oz.)	1 slice (.9 oz.)
Cornbread, biscuits, rolls, muffins, etc., <i>or</i>	1 serving	1 serving	1 serving
Cold dry cereal <i>or</i>	¾ cup or 1 oz. ⁶		¾ cup or 1 oz. ⁶
Cooked pasta or noodle product <i>or</i>	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	½ cup	½ cup	½ cup
Meat/Meat Alternates⁷	(Optional)		
Lean meat, poultry, fish <i>or</i>	1 oz.	2 oz.	1 oz.
Cheese <i>or</i>	1 oz.	2 oz.	1 oz.
Cottage cheese <i>or</i>	¼ cup	½ cup	¼ cup
Eggs <i>or</i>	1 large egg	1 large egg	1 large egg
Cooked dry beans, peas, <i>or</i>	¼ cup	½ cup	¼ cup
Peanut butter, soynut butter, seed butters, other nut butters, <i>or</i>	2 Tbsp.	4 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds, <i>or</i>	1 oz.	1 oz. = 50%	1 oz.
Yogurt, flavored, plain, sweetened, <i>or</i>	½ cup (4 fl. oz.)	1 cup (8 fl. oz.)	½ cup (4 fl. oz.)
An equivalent quantity of any combination of the above meat/meat alternates	1 oz. total	2 oz. total	1 oz. total

For purposes of this table, a cup means a standard measuring cup.

Endnote definitions are on the back of this page.

See the United States Department of Agriculture *Food Buying Guide* for additional information.

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CNIPS ID #: 04036

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Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s)			
Vegetable(s) and/or fruit(s) <i>or</i>	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice <i>or</i>	½ cup (4 fl. oz.)		¾ cup (6 fl. oz.)
An equivalent quantity of any combination vegetables(s), fruit(s), and juice			
Grains/Breads⁵			
Bread	1 slice (.9 oz.)	1 slice (.9 oz.)	1 slice (.9 oz.)
Cornbread, biscuits, rolls, muffins, etc., <i>or</i>	1 serving	1 serving	1 serving
Cold dry cereal <i>or</i>	¾ cup or 1 oz. ⁶		¾ cup or 1 oz. ⁶
Cooked pasta or noodle product <i>or</i>	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	½ cup	½ cup	½ cup
Meat/Meat Alternates⁷	(Optional)		
Lean meat, poultry, fish <i>or</i>	1 oz.	2 oz.	1 oz.
Cheese <i>or</i>	1 oz.	2 oz.	1 oz.
Cottage cheese <i>or</i>	¼ cup	½ cup	¼ cup
Eggs <i>or</i>	1 large egg	1 large egg	1 large egg
Cooked dry beans, peas, <i>or</i>	¼ cup	½ cup	¼ cup
Peanut butter, soynut butter, seed butters, other nut butters, <i>or</i>	2 Tbsp.	4 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds, <i>or</i>	1 oz.	1 oz. = 50%	1 oz.
Yogurt, flavored, plain, sweetened, <i>or</i>	½ cup (4 fl. oz.)	1 cup (8 fl. oz.)	½ cup (4 fl. oz.)
An equivalent quantity of any combination of the above meat/meat alternates	1 oz. total	2 oz. total	1 oz. total
<p>For purposes of this table, a cup means a standard measuring cup. Endnote definitions are on the back of this page. See the United States Department of Agriculture <i>Food Buying Guide</i> for additional information.</p>			