

CONTRACT

AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period June 3, 2022 through August 10, 2022, is hereby entered into between City of Santa Rosa High School District of the State of California, hereinafter referred to as "CITY SCHOOLS" and: Piner Olivet Union School District, hereinafter referred to as: District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services Reimbursable Breakfast and Lunches to various sites and programs on a cost-reimbursement basis:

NOW THEREFORE: the parties hereto agree as follows:

CITY SCHOOLS SHALL:

(1) Prepare and deliver Reimbursable Breakfast and Lunches, including milk, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 9:00 a.m.

EACH SCHOOL DAY, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

(2) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program, and Reimbursable Breakfasts as set forth by the USDA for the School Breakfast Program, and also for the quality of the breakfasts and lunches at the time of delivery.

(3) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.

(4) Present itemized invoice the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts for elementary schools will be billed at two dollars and five cents (\$2.05) each, including milk.

Reimbursable lunches will be billed at the rate of three dollars and thirty-five cents (\$3.35) each for elementary lunch, including milk.

(5) Assume all liability for proper use and protection of surplus commodities assigned to District. Commodities will only be used for the preparation of breakfast and lunch meals and may not be sent to sites for snacks.

(6) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.

(7) Maintain all necessary records on the nutritional components of the breakfasts and lunches, the number of breakfasts and lunches delivered to, and make said records available for inspection by the State and Federal authorities upon request.

(8) Shelf stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday. Alternatively two days of meals will be provided on the delivery prior to the CITY SCHOOLS holiday.

(9) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop.

(10) Sack lunches can be provided for field trips with ten (10) working days' notice to the site providing lunches.

District SHALL:

(1) A. **Orders must be placed by 9:30 AM three days prior to the delivery date** to ensure we will have the number of lunch choices available and for the efficient operation of our services. Shelf stable meals are available to purchase as a back-up supply, should you ever need additional meals.

B. Ensure that adequate storage shall be provided for the meals from time of delivery until served to the student in accordance with Health and Safety Codes.

C. Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.

D. Ensure that an employee is available at sites each school day to verify quality and quantity of said breakfasts and lunches. Errors in count called in shall be the responsibility of District.

E. Ensure that breakfasts and lunches are delivered and served at sites approved on the District National School Lunch Agreement.

Failure to comply shall constitute sufficient reason for CITY SCHOOLS to immediately cease providing lunches under this AGREEMENT.

(2) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. Also, notice must be given for minimum day meal requirements and any holidays not clearly indicated on the calendar. **THIS NOTICE MUST BE GIVEN THREE (3) WORKING DAYS PRIOR TO SAID SCHEDULE CHANGE.**

(3) Provide personnel to serve meals, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.

(4) Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy students, and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily.

(5) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.

(6) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which District is entitled and the responsibility for proper use of such commodities. If there is a short-fall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.

(7) Pay CITY SCHOOLS within 60 days of invoice or a fee of 1% will be charged on the balance due.

TERM

This AGREEMENT becomes effective this day June 3, 2022, and will continue until August 10, 2022. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through August 10, 2022.

TERMINATION/INDEMNIFICATION

Termination

CITY SCHOOLS or DISTRICT may terminate this AGREEMENT, with or without cause, upon 30 days' written notice to DISTRICT or CITY SCHOOLS.

Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

APPROVED BY

By _____	_____
Signature	Title
_____	_____
School District/Agency	Date

APPROVED BY

Santa Rosa City Schools

By _____	_____
Ed Burke, Director of CNS	Date

Board Approved:

_____	_____
Legal Counsel	Date

ATTACHMENT A

Jack London Elementary School
2707 Francisco Ave.
Santa Rosa, CA 95403