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APPROVED AS TO FORM
On: 4/11/2022
For: CHARLES PARKIN,
City Attorney

Anita Lakhani
By: Anita Lakhani
Deputy City Attorney

Return to:

CALIFORNIA DEPARTMENT OF EDUCATION
Food Distribution Program
1430 N Street, Suite 4503
Sacramento, CA 95814
Fax: 916-327-4004

**AGREEMENT FOR DISTRIBUTION OF
U.S. DEPARTMENT OF AGRICULTURE FOODS**
CFDA No. 10.559

SUMMER FOOD SERVICE PROGRAM

The applicant referred to as the *recipient agency*, hereby applies for USDA Foods donated by the United States Department of Agriculture (USDA), to the California Department of Education (CDE), referred to as the *state agency*, for use and disposition according to the terms and conditions appearing on this agreement based on USDA's 7 Code of Federal Regulations, Parts 225 and 250.

NAME OF FOOD SERVICE CONTACT PERSON Heidi Mazas	TITLE: Summer Food Service Program Coordinator	TELEPHONE NO: (562) 570 – 1643 E-MAIL ADDRESS: Heidi.Mazas@longbeach.gov
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For the following statements, please check (✓) the appropriate response for the recipient agency.

	Y	N		Y	N
1. In storage, preparation, and service of USDA Foods proper sanitation and health standards will be maintained in conformance with all applicable state, local laws and regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. USDA Food will be shipped in accordance with the instructions on the food allocation. Adequate facilities and personnel will be available at the shipping address to accept delivery. CDE will allow the agency to pick up USDA Foods from the food distribution center, if prior arrangements have been made.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The CDE will offer USDA Foods each year during the months of May through September. The agency will be charged a shipping and handling fee for each case or unit. Payments will be made to CDE within 30 days of receipt of the invoice.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. An inventory system will be maintained which records all receipts, issuances, transfers, and disposal of foods. This can be part of the regular inventory. USDA Foods may also be commingled with purchased foods. All required records will be retained for a period of three years from the close of the federal fiscal year to which they pertain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. USDA Foods can only be used for the benefit of those persons eligible for meals provided in the Summer Food Service Program (SFSP). USDA Foods will be transferred in a manner that best meets the interest of the SFSP. The agency is responsible for all costs associated with transferring food. USDA Foods will not be sold or traded.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. At the close of the program, any unused USDA Foods may be retained by the agency or food should be transferred to a National School Lunch Program (NSLP) agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. USDA Foods will be ordered in quantities that will be used efficiently during the program period. Food held longer than six months is subject to spoilage and contamination. USDA Foods will not be replaced.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. A School Food Authority (SFA) who has a current agreement with a food service vendor for the NSLP may utilize the same vendor to provide meals for the SFSP, but a written agreement must be made with the food service vendor and approved by CDE before the delivery of USDA Foods.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p align="center">RECIPIENT AGENCY AGREEMENT CERTIFICATION <i>I, the agent authorized by the governing board of the recipient agency (or by the chief administrative officer of the recipient agency which has no governing board) to enter into this agreement, certify that the information presented is accurate and agree with the terms and conditions of this agreement as they are presented on the reverse side of this form.</i></p>		<p align="center">STATE AGENCY APPROVAL</p> <p>This application when approved by the state agency shall constitute an agreement which shall remain in full force and effect until written notice to the contrary is given, as provided in the terms and conditions on the reverse side of this form.</p>	
<p>PRINT OR TYPE NAME OF AUTHORIZED RECIPIENT AGENCY REPRESENTATIVE</p> <p>Thomas B. Modica</p>		<p align="center">FOR STATE OFFICE USE ONLY</p>	
<p>TITLE</p> <p>City Manager</p>	<p>TELEPHONE NUMBER</p> <p>(562) 570-5190</p>	<p>APPROVAL SIGNATURE OF AUTHORIZED STATE AGENCY REPRESENTATIVE</p>	
<p>VENDOR NUMBER – 21990Z</p> <p>AGENCY NAME – City of Long Beach</p> <p>ADDRESS – 411 W. Ocean Blvd., Long Beach, CA 90802</p>		<p>DATE</p>	
<p>SIGNATURE OF AUTHORIZED RECIPIENT AGENCY REPRESENTATIVE</p> <p><i>Thomas B. Modica</i></p>		<p>TLS</p> <p>SFSP APPROVAL</p>	
<p>DATE</p> <p>4/25/2022</p>		<p>DATE</p>	

Terms and Conditions

1. U.S. Department of Agriculture (USDA) Foods will be requested and accepted only in such quantities as can and will be fully utilized without waste. Any agency requesting and accepting USDA Foods in such quantities that cannot be consumed in a six-month period may be held financially responsible for any spoilage or contamination which results in the USDA Foods being unfit for human consumption. For any USDA Foods on hand which cannot be efficiently utilized, a report will be made to the state agency requesting disposition instructions.
2. USDA Foods received under this agreement will be used solely for the benefit of those persons served or assisted by the recipient agency and will not be otherwise disposed of without prior written approval of the state agency. **Under no circumstances will USDA Foods be sold or traded.** Normal food expenditures will not be reduced because of the receipt of USDA Foods. No USDA Foods will be processed commercially without the prior written consent of the state agency, including all USDA Foods which leave the recipient agency and are turned over to a third party for repackaging or conversion to a more usable end product.
3. Facilities for the proper handling, storing, and preparation of USDA Foods requested and accepted will be provided. The recipient agency shall ensure that storage facilities comply with all required federal, state, and/or local health department's rules and regulations. The state agency and the USDA are authorized to inspect the USDA Foods in storage facilities or warehouses used in handling or storage of USDA Foods at any reasonable time.
4. Sponsors operating lunch programs under the Summer Food Service Program (SFSP) are eligible to receive USDA Foods under Section 225, Section 9(b). Sponsors eligible to receive USDA Foods under the Program include: Self-preparation sponsors; sponsors which have entered into an agreement with a school or school food authority for the preparation of meals; and sponsors which are school food authorities and have competitively procured Program meals from the same food service management company from which they competitively procured meals for the National School Lunch Program during the last period in which school was in session. Sponsors shall use in the Program food donated by the Department and accepted by sponsors.
5. Containers with commercial resale value received with the USDA Foods donated by the United States Department of Agriculture will be used by the recipient agency or sold with all proceeds deposited to the account of the lunch program. If fire or theft insurance or both are carried and loss of, or damage to, USDA Foods is suffered from these causes, a claim for the full fair value of such losses will be filed and a complete written report made to the state agency. All payments received for such losses will be deposited to the account of the lunch program. When any event results in a claim in favor of the recipient agency against a warehouse, or other person, for the improper distribution or loss of, or damage to, USDA Foods, the recipient agency will take all action necessary to obtain restitution. A complete report will be made to the state agency, and any funds recovered will be deposited in the food services fund or account. Instructions for the final disposition of such funds collected may be requested in writing from the state agency.
6. Books and records pertaining to receipt and use of USDA Foods will be kept for a period of not less than three (3) years from the close of the federal fiscal year to which they pertain and reports furnished to the state agency as required. As a minimum, these books and records will contain the following: (a) an inventory record of USDA Foods received and issued; (b) a record of container use and an accounting of all funds derived from the sale of empty containers; and (c) a daily record of lunches served to children. The recipient agency agrees to compile data, maintain records, and submit reports and other program information as required. The state agency and the USDA are authorized to inspect and audit all books and records pertaining to the program, including financial records, at any reasonable time and place to insure compliance with the above conditions.
7. Allocation forms and all other requests sent by the state agency will be promptly completed and returned by the recipient agency. Invoices received from the state agency for service and handling charges on USDA Foods ordered and received will be paid within thirty (30) days after receipt of invoice.
8. Either party may terminate this agreement by giving thirty (30) days notice in writing to the other party. The state agency may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the agreement, the recipient agency agrees to comply with the instructions of the state agency relating to the dispersal of any remaining inventory of USDA Foods.
9. The recipient agency assures the state agency that in its administration of distribution programs it will comply with all requirements imposed by or pursuant to Part 15, Subpart A, of Title 7, CFR, of the regulations of the USDA (29 F.R. 16274) (*Civil Rights Act of 1964*). Federal food assistance is extended in reliance on the representations made herein.
10. The recipient agency will furnish meals without cost to all children who are determined to be eligible to participate in the Program.
11. The state agency reserves the right to discontinue immediately further shipments of USDA Foods to any recipient agency which fails to comply with the general intents and purposes set forth in this agreement or any instruction issued pursuant hereto. The state agency or the USDA or both, shall have the right to take further action through available means when considered necessary, including prosecution under applicable state and federal statutes or other judicial means of enforcement.

Anita Lakhani
By: Anita Lakhani
Deputy City Attorney

VENDOR #: 21990Z

AGREEMENT #: 4011

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN — SCHEDULE B

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

David J. Johnson

EXECUTED PURSUANT
TO SECTION 507 OF
THE CITY CHARTER.

DATE

4/25/2022

VENDOR #: 21990Z

CNIPS ID #: 4011

**SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN — SCHEDULE B**

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK¹ (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> Full-strength vegetable or fruit juice <i>or</i> An equivalent quantity of any combination vegetables(s), fruit(s), and juice	½ cup ½ cup (4 fl. oz.)	¾ cup total ⁴	¾ cup ¾ cup (6 fl. oz.)
Grains/Breads⁵ Bread Cornbread, biscuits, rolls, muffins, etc., <i>or</i> Cold dry cereal <i>or</i> Cooked pasta or noodle product <i>or</i> Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	1 slice (.9 oz.) 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice (.9 oz.) 1 serving ½ cup ½ cup	1 slice (.9 oz.) 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup
Meat/Meat Alternates⁷ Lean meat, poultry, fish <i>or</i> Cheese <i>or</i> Cottage cheese <i>or</i> Eggs <i>or</i> Cooked dry beans, peas, <i>or</i> Peanut butter, soynut butter, seed butters, other nut butters, <i>or</i> Peanuts, soy nuts, tree nuts, seeds, <i>or</i> Yogurt, flavored, plain, sweetened, <i>or</i> An equivalent quantity of any combination of the above meat/meat alternates	(Optional) 1 oz. 1 oz. ¼ cup 1 large egg ¼ cup 2 Tbsp. 1 oz. ½ cup (4 fl. oz.) 1 oz. total	2 oz. 2 oz. ½ cup 1 large egg ½ cup 4 Tbsp. 1 oz. = 50% 1 cup (8 fl. oz.) 2 oz. total	1 oz. 1 oz. ¼ cup 1 large egg ¼ cup 2 Tbsp. 1 oz. ½ cup (4 fl. oz.) 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.