

1 obligations under the existing regulations of the CDE, or as amended, as are pertinent or
2 applicable to the 2021 Summer Food Service Program for Children of the National School
3 Lunch Act (hereinafter "Regulations").

4 2. FEE. In consideration of the satisfactory performance of Vendor's
5 obligations pursuant to this Agreement, Sponsor shall pay to Vendor the sum of Three
6 Dollars and Seventy Cents (\$3.70) for each lunch actually prepared for service at locations
7 within the City of Long Beach, in an amount not to exceed Four Hundred Seven Thousand
8 Dollars (\$407,000). The quantity shall not exceed ten thousand (10,000) such meals daily,
9 except as may be mutually agreed by Sponsor and Vendor. The quantity shall be no less
10 than fifty (50) lunches daily, except as may be mutually agreed by Sponsor and Vendor.
11 Sponsor's ordering of a quantity in excess of these amounts and Vendor's delivery of such
12 quantity shall constitute mutual agreement. In no event shall Sponsor be held liable or be
13 required to pay for any meals which fail to meet the requirements of the Regulations,
14 including those pertaining to CDE nutritional requirements, such as, meals of poor quality,
15 unwholesome or spoiled meals or portions thereof, or damaged meals, or meals which
16 otherwise fail to meet the requirements set forth in this Agreement.

17 3. PAYMENT. Sponsor shall pay Vendor for meals provided under this
18 Agreement within thirty (30) days after receipt of an invoice from Sponsor. It is understood
19 that the CDE assumes no liability for payment of differences between the number of meals
20 delivered and prepared by Vendor and the number of meals served by the Sponsor that
21 are eligible for reimbursement.

22 4. SITES. Sponsor shall provide to Vendor a list of State agency
23 approved food service sites, along with the approved level for the number of meals which
24 may be claimed for reimbursement for each site. Sponsor shall inform Vendor of all sites
25 which have been approved, cancelled, or terminated subsequent to the submission of the
26 initial approved site list and of any changes to the approved level of meal service for a site,
27 within twenty-four (24) hours after these site changes.

28 5. ORDERING. Sponsor shall order from Vendor, on a daily basis, the

1 number of meals needed, three (3) days in advance of service at locations within the City
2 of Long Beach. Each daily order may be increased or decreased by Sponsor, but only if
3 Sponsor informs Vendor no later than one o'clock (1:00) p.m. on the day prior to the day
4 on which a decrease or an increase is to take effect.

5 6. DELIVERY. Vendor shall deliver meals to the locations identified on
6 Attachment "A" to this Agreement, which is incorporated by reference, on the day of the
7 actual service of such meals or, at the option of the participating organization whose site
8 offers these meals, the organization may pick up the meals from Vendor if the organization
9 makes its own arrangements with Vendor to do so. Sponsor shall not be liable in any way
10 to any organization with respect to such arrangements. Sponsor shall provide a minimum
11 of one food handler to receive meals at designated locations. Sponsor will provide
12 additional food handlers, if needed, as determined by Sponsor. Vendor shall deliver
13 lunches no earlier than one (1) hour before the meal service and time designated by the
14 Sponsor and no later than the scheduled beginning of the meal service. Any requests by
15 Sponsor for delivery of lunches outside these times must be made a minimum of one (1)
16 day in advance and the meals must be picked up by Sponsor or the participating
17 organization at Vendor's dock.

18 7. PREPARATION OF MEALS. All meals prepared by Vendor pursuant
19 to this Agreement shall conform to the Regulations. Vendor shall provide different daily
20 menus to prevent monotony in the meals.

21 A. Lunches. All lunches shall meet the requirements of the CDE
22 reimbursable lunch, described generally as follows:

- 23 i. Eight (8) ounces of fluid milk.
- 24 ii. Two (2) ounces (edible portion as served) of meat or
25 meat alternate (fish, cheese, one (1) egg, one-half (1/2) cup cooked dry beans
26 or peas, four (4) tablespoons of peanut butter), or an equivalent combination
27 of these foods.
- 28 iii. Three-fourths (3/4) cup of two (2) or more fruits and/or

1 vegetables. A serving of full strength fruit juice may be used to meet not
2 more than three-eighths (3/8) cup of this requirement.

3 iv. One (1) slice of bread or equivalent made of whole grain
4 or enriched flour or meal.

5 B. Packaging.

6 i. Meals shall be packaged in such a way as to maintain
7 proper temperatures as required by Health Department regulations. Sponsor
8 shall insure that all components are served.

9 ii. Each unit shall be capable of holding meals at a
10 temperature of 32°F minimum, not to exceed 41°F maximum, for a period of
11 three (3) hours.

12 iii. All sandwiches shall be individually wrapped and sealed.

13 iv. An eight (8) ounce carton of fluid milk shall be supplied
14 with each meal.

15 8. MENU CYCLE. Vendor shall provide lunches in accordance with the
16 menu cycle mutually agreed upon in writing which may be repeated for the duration of the
17 Program.

18 9. FOOD ANALYSIS. At the discretion of Vendor, and at its own
19 expense, Vendor shall send a random sampling of meals to a recognized laboratory for
20 analysis of portions, bacteria, coliform and plate counts.

21 10. HEALTH REGULATIONS. Vendor shall adhere to all applicable
22 health regulations at all times. Sponsor, State, and Federal program authorities shall have
23 the right to inspect Vendor's premises and request formal inspection by health officials, if
24 deemed necessary. Failure to comply with applicable health requirements shall result in
25 the immediate termination of this Agreement.

26 11. PERMITS. Vendor shall obtain and maintain food handler's permits
27 in accordance with applicable requirements. Vendor shall ensure that its employees
28 observe sanitary food handling practices. Sponsor shall ensure that its employees and

1 volunteers observe sanitary food handling practices at serving sites. A letter notifying the
2 City's Department of Health and Human Services of this operation is on file.

3 12. FOOD STORAGE AND PACKAGING MATERIAL. Sponsor shall
4 provide satisfactory food storage and serving containers sufficient in strength to prevent
5 crushing of food.

6 13. QUALITY STANDARD. Quality standards shall adhere to State and
7 local specifications. All meat and meat by-products shall come from plants inspected under
8 a federally-approved inspection plant.

9 14. TRANSPORTING AND FOOD SERVICE EQUIPMENT. All
10 equipment used to transport the food and all other food service equipment shall be cleaned
11 and sanitized on a daily basis.

12 15. PACKAGING OF MEALS. Meals shall be packaged in bulk. Sponsor
13 shall see that all components are served.

14 16. PREPARATION AND ASSEMBLY OF MEALS. Vendor shall prepare
15 meals under properly controlled temperatures. Assembly of meals shall include necessary
16 eating utensils, napkins, condiments, etc. Vendor shall hold assembled meals in properly
17 refrigerated or heated areas, as appropriate, that meet sanitation standards. Sponsor shall
18 approve samples of finished meal packages, in accordance with menus provided, and
19 there shall be no deviation from the packaging presented and approved.

20 17. PRODUCTS. All products shall be manufactured and assembled in a
21 plant approved and inspected by the CDE, County of Los Angeles, or City of Long Beach
22 Department of Health and Human Services not more than forty-eight (48) hours prior to
23 delivery. Vendor shall furnish at its cost, upon request, a microbial analysis, a chemical
24 analysis, and a flavor analysis.

25 18. DONATED FOODS. Foods donated by the CDE shall be utilized as
26 practicable in the Program and in accordance with availability from the State.

27 19. ASSIGNMENT OF DONATED FOOD. Donated food received from
28 the CDE will be directed to Vendor and freight and handling costs will be billed to and paid

1 by Vendor.

2 20. COMPLETE MEALS.

3 A. Vendor shall deliver complete meals only. If any portion of a
4 meal is undeliverable, unacceptable or missing, Sponsor shall disallow payment for
5 total meal unless needed items are delivered five (5) minutes prior to end of serving
6 time.

7 B. Sponsor will instruct sites to make every effort to contact the
8 sponsor when meal components are not complete or unacceptable. Sponsor will
9 contact Vendor for replacement. In addition, Sponsor understands that the Vendor
10 can provide additional meals when there is an unexpected increase in participation.

11 21. VERIFICATION. Sponsor shall verify the number of boxes as well as
12 the number of meals in each box, prior to meal services.

13 22. RECORDS.

14 A. In addition to any other records, books, statements or invoices
15 required to be kept by Vendor pursuant to this Agreement, Vendor shall maintain
16 such records (supported by invoices, receipts, or other documenting evidence) as
17 Sponsor needs to meet its responsibilities for the Program. Vendor shall report such
18 information to Sponsor within ten (10) days after the end of each month.

19 B. Vendor shall keep full and accurate records in connection with
20 the meals covered by this Agreement. All such records shall be kept on file for three
21 (3) years and three (3) months after the end of the federal fiscal year to which they
22 pertain, or any other period which the U.S. Secretary of Agriculture may from time
23 to time designate. Sponsor or the auditors of the CDE, upon request, shall have
24 access to all such records for audit and review at a reasonable time and place.
25 Sponsor's authorized representatives and the representatives of the CDE shall have
26 the right to conduct on-site review of the food service operation.

27 23. TERM. The term of this Agreement shall commence on June 21,
28 2021, and shall terminate on August 27, 2021 provided, however, that either Sponsor or

1 Vendor may terminate this Agreement by giving to the other party at least seventy-two (72)
2 hours prior notice. Meals shall be served Monday through Friday.

3 24. CONTINGENT ON STATE/FEDERAL AGREEMENTS. Sponsor and
4 Vendor understand and agree that this Agreement is contingent upon the execution of
5 underlying agreements with the United States, or agencies thereof. Consequently, neither
6 Sponsor nor Vendor shall have any obligation to perform, and this Agreement shall be of
7 no force and effect, until such time as such underlying agreements have been duly
8 executed. Upon demand, Sponsor shall supply Vendor with copies thereof.

9 25. HOLD HARMLESS. Vendor shall defend, indemnify and hold
10 harmless Sponsor, its agents, employees and officials against any and all claims,
11 demands, damages, losses, causes of action, liabilities, costs, suits, or expenses (including
12 reasonable attorney's fees) arising out of any act or omission of any officer, agent or
13 employee of Vendor, or resulting from the condition of any property owned or controlled by
14 Vendor. Sponsor shall defend, indemnify and hold harmless Vendor, its agents,
15 employees and officers against any and all claims, demands, damages, liabilities, costs,
16 suits or expenses (including reasonable attorney's fees) arising out of any act or omission
17 of any officer or employee of Sponsor or resulting from the condition of any property owned
18 or controlled by Sponsor.

19 26. STATUS OF VENDOR. Neither Vendor nor any of its officers,
20 employees or agents are, nor shall they be deemed for any purpose, employees of Sponsor
21 nor shall they be entitled to any rights, benefits or privileges of Sponsor's employees.

22 27. ASSIGNMENT. This Agreement shall not be assigned without the
23 prior written consent of Sponsor's City Council. Any attempt by Vendor to assign any of its
24 duties, obligations and responsibilities shall be void, and shall render this Agreement void.

25 28. TIME OF ESSENCE. Time is of the essence hereunder.

26 29. NON-PERFORMANCE.

27 A. If Vendor fails to perform any or all of the tasks required by this
28 Agreement, Sponsor reserves the right to perform such tasks in part or in total.

1 Sponsor may perform such tasks itself or by contracting with another Vendor.

2 B. If Sponsor performs a part of or the total of the tasks not
3 performed by Vendor in either of the aforementioned manners, Vendor shall be
4 liable to and shall pay Sponsor for all costs incurred in such performance. Sponsor
5 shall not exercise any remedy available upon the occurrence of Vendor's failure to
6 perform until:

7 C. Sponsor gives notice to Vendor specifying any and all items of
8 non-performance to Vendor; and

9 D. Vendor shall have failed to correct the specified items of non-
10 performance within forty-eight (48) hours after receipt of such notice.

11 30. ADMINISTRATION. The City Manager, the Director of Parks,
12 Recreation and Marine, or any other designee of the City Manager is authorized and
13 directed, for and on behalf of the City, to administer this Agreement and all related matters.
14 Any decision of the City Manager or his designee in connection herewith shall be final.

15 31. NOTICES. Unless otherwise required by the context or specific
16 provision of this Agreement, all notices hereunder shall be in writing and personally
17 delivered or deposited in the U.S. Postal Service, first-class, postage prepaid, to Sponsor
18 at 2760 N. Studebaker Road, Long Beach, California 90815-1697 and to Vendor at 3333
19 East Airport Way, Long Beach, California 90806. Notice shall be deemed given on the
20 date deposited in the mail or on the date personal delivery is made, whichever first occurs.

21 32. INSURANCE.

22 A. As a condition precedent to the effectiveness of this
23 Agreement, Vendor shall procure and maintain at Vendor's expense for the duration
24 of this Agreement from insurance companies that are admitted to write insurance in
25 California or that have a rating of or equivalent to A:VIII by A.M. Best Company the
26 following insurance:

27 i. Commercial general liability insurance (equivalent in
28 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less

1 than One Million Dollars (\$1,000,000.00) per occurrence and One Million
2 Dollars (\$1,000,000.00) general aggregate. Such coverage shall include but
3 not be limited to broad form contractual liability, cross liability, independent
4 contractors liability, and products and completed operations liability. The
5 City, its officials, employees and agents shall be named as additional
6 insureds by endorsement (on the City's endorsement form or on an
7 endorsement equivalent in scope to ISO form CG 20 26 11 85), and this
8 insurance shall contain no special limitations on the scope of protection given
9 to the City, its officials, employees and agents.

10 ii. Workers' compensation insurance as required by the
11 California Labor Code and employer's liability insurance in an amount not
12 less than One Million Dollars (\$1,000,000.00) per accident.

13 iii. If use of vehicles is necessary in the performance of this
14 agreement, commercial automobile liability insurance (equivalent in scope to
15 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount
16 not less than Five Hundred Thousand Dollars (\$500,000.00) combined single
17 limit per accident.

18 B. Any self-insurance program, self-insured retention, or
19 deductible must be separately approved in writing by City's Risk Manager or
20 designee and shall protect the City, its officials, employees and agents in the same
21 manner and to the same extent as they would have been protected had the policy
22 or policies not contained retention or deductible provisions. Each insurance policy
23 shall be endorsed to state that coverage shall not be reduced, non-renewed, or
24 canceled by either party except after thirty (30) days prior written notice to City, and
25 shall be primary and not contributing to any other insurance or self-insurance
26 maintained by City, its officials, employees and agents. Vendor shall notify the City
27 in writing within five (5) days after any insurance required herein has been voided
28 by the insurer or canceled by the insured.

1 C. Vendor shall require that all contractors and subcontractors
2 which Vendor uses in the performance of services under this Agreement maintain
3 insurance in compliance with this Section unless otherwise agreed in writing by
4 City's Risk Manager or designee.

5 D. Prior to the start of performance under this Agreement, Vendor
6 shall deliver to City certificates of insurance and required endorsements, including
7 any insurance required of Vendor's contractors and subcontractors, for approval as
8 to sufficiency and form. The certificates and endorsements shall contain the original
9 signature of a person authorized by that insurer to bind coverage on its behalf. In
10 addition, Vendor shall, within thirty (30) days prior to expiration of the insurance
11 required hereunder, furnish to the City certificates of insurance and endorsements
12 evidencing renewal of such insurance. City reserves the right to require complete
13 certified copies of all policies of Vendor or Vendor's contractors or subcontractors,
14 at any time. Vendor shall make available to the City all books, records and other
15 information relating to the insurance coverage required herein during normal
16 business hours.

17 E. Any modification or waiver of the insurance requirements
18 herein shall only be made with the written approval of the City's Risk Manager or
19 designee. Not more frequently than once a year, the City's Risk Manager or
20 designee may require that Vendor, Vendor's contractors and subcontractors change
21 the amount, scope or types of coverages required herein if, in his or her sole opinion,
22 the amount, scope, or types of coverages herein are not adequate.

23 F. The procuring or existence of insurance shall not be construed
24 or deemed as a limitation on liability relating to Vendor's performance of services or
25 as full performance of or compliance with the indemnification provisions herein.

26 ///

27 ///

28 IN WITNESS WHEREOF, the parties have caused this document to be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

executed with all formalities required by law as of the date first stated above.

LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a public school system created and authorized by the California Constitution and City Charter

April 27, 2021

By [Signature]
Name Ron Hopps
Title Purchasing & Contracts Director

_____, 2021

By _____
Name _____
Title _____

"Vendor"

CITY OF LONG BEACH, a municipal corporation

June 1, 2021

By [Signature]
City Manager

"Sponsor"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on May 28, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

executed with all formalities required by law as of the date first stated above.

LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a public school system created and authorized by the California Constitution and City Charter

April 29, 2021

By 
Name Ron Hoppe
Title Purchasing & Contracts Director

_____, 2021

By _____
Name _____
Title _____

"Vendor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"Sponsor"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

2021 CITY OF LONG BEACH SUMMER FOOD SERVICE PROGRAM – MEAL SERVICE SITES

CITY SITES	MEAL SERVICE LOCATIONS
Admiral Kidd Park	2125 Santa Fe Avenue Long Beach, CA 90810
Bixby Park	130 Cherry Avenue Long Beach, CA 90802
California Recreation Center/Ernest S. McBride, Sr. Park	1550 Martin Luther King, Jr. Avenue Long Beach, CA 90813
Cesar E. Chavez Park	401 Golden Avenue Long Beach, CA 90802
Cherry Park	1901 E. 45 th Street Long Beach, CA 90807
College Estates Park	808 Stevely Ave, Long Beach, CA 90815
Colorado Lagoon	5119 E Colorado St Long Beach, CA 90814
Coolidge Park	352 E. Neece Street Long Beach, CA 90805
Davenport Park	2910 E 55 th Way, Long Beach, CA 90805
Deforest Park	6255 DeForest Ave, Long Beach, CA 90805
Drake Park	951 Maine Avenue Long Beach, CA 90813
El Dorado Park	2800 N Studebaker Rd, Long Beach, CA 90815
Freeman Community Center	1205 Freeman Ave, Long Beach, CA 90804
Grace Park	Elm Avenue/Plymouth Street Long Beach, CA 90805
Heartwell Park	5801 E Parkcrest St, Long Beach, CA 90808
Houghton Park	6301 Myrtle Avenue Long Beach, CA 90805
Leeway Sailing Center	5437 E Ocean Blvd, Long Beach, CA 90803
MacArthur Park	1321 Anaheim Street Long Beach, CA 90813
Martin Luther King, Jr. Park	1950 Lemon Avenue Long Beach, CA 90806
Orizaba Park	1435 Orizaba Avenue Long Beach, CA 90804
Pan American Park	5157 E. Centralia Street Long Beach, CA 90808
Ramona Park	3301 E. 65 th Street Long Beach, CA 90805

Scherer Park	4600 Long Beach Boulevard Long Beach, CA 90805
Seaside Park/14 th Street	Chestnut Avenue/14 th Street Long Beach, CA 90813
Silverado Park	1545 W. 31 st Street Long Beach, CA 90810
Somerset Park	1500 E. Carson Street Long Beach, CA 90807
Stearns Champions Park	4520 E. 23 rd Street Long Beach, CA 90815
Veterans Park	101 E. 28 th Street Long Beach, CA 90806
Wardlow Park	3457 Stanbridge Ave, Long Beach, CA 90808
Whaley Park	5620 E Atherton St, Long Beach, CA 90815

NON-CITY SITES/NONPROFIT ORGANIZATIONS

AGENCY	MEAL SERVICE LOCATIONS
First Congregational Church of Long Beach The Edwin & Dorothy Baker Foundation of Long Beach	241 Cedar Avenue Long Beach, CA 90802

SITES LOCATED OUTSIDE THE CITY OF LONG BEACH

AGENCY	MEAL SERVICE LOCATIONS
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Signal Hill Park 1780 E. Hill Street Signal Hill, CA 90755