

34051

AGREEMENT NUMBER

CN150057

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

City of Long Beach

2. The term of this Agreement is: 7/1/2015 through 9/14/2015

3. The maximum amount of this Agreement is: \$ 2,924.53
 Two Thousand Nine Hundred Twenty-Four Dollars and Fifty-Three Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work APPROVED AS TO FORM
9/1/2015
2 page(s)

Exhibit B – Budget Detail and Payment Provisions CHARLES PARKIN, City Attorney
2 page(s)

Exhibit C* – General Terms and Conditions By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY
GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only EXEMPT FROM DGS APPROVAL PER DGS EXEMPTION LETTER <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Long Beach		
BY (Authorized Signature)  Assistant City Manager	DATE SIGNED (Do not type) 9/2/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick H. West, City Manager		
ADDRESS 333 W. Ocean Blvd. Long Beach, CA 90802		
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Education		
BY (Authorized Signature)  Sharon Taylor	DATE SIGNED (Do not type) 9/15/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Taylor, Director, Personnel Services Division		
ADDRESS 1430 N Street, Room 1802, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction, as described herein.

II. PROJECT MONITORS:

The CDE assigns **Augie Aguilar, (916) 327-5865, auaguilar@cde.ca.gov** as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Robert Rainey, (562) 570-4092, robert.rainey@longbeach.gov** as contractor project monitor to oversee this project. Said Monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

EXHIBIT A

Scope of Work

Contractor's Responsibility: The contractor, City of Long Beach, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors visit food preparation facilities and/or sites where meals are delivered and eaten. Inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will provide written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

The Department of Education's Responsibility: The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of 41 inspections.

The contractor shall submit all invoices to the CDE no later than September 14, 2015. Invoices received by the CDE after September 14, 2015, may not be paid. The contractor shall submit to the CDE for review copies of all reports generated as a result of the contractor's inspections. The contractor shall keep on file all reports for three years following the conclusion of the contract. The contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN150057** and shall be submitted in arrears, at the end of the contract period in duplicate to:

**California Department of Education
Nutrition Services Division
1430 N Street, Suite # 4503
Sacramento, CA 95814
Attention: Augie Aguilar**

II. BUDGET CONTINGENCY CLAUSE :

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B Budget Detail

City of Long Beach

Contractor will provide a total of 41 inspections for a total of \$2,924.53.

Inspections to be conducted: July 1, 2015 – September 10, 2015						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	41	X	\$71.33	=	\$2,924.53	
On-site Preparation Sites	0	X	\$0	=	\$0	
Meal Preparation Facilities	0	X	\$0	=	\$0	
						\$2,924.53

Total Contract

\$2,924.53

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

ENCUMBRANCE SHEET

CO-510 (Rev. 9/10)

CONTRACT NO. CN150057	A.M. NO.
VENDOR NO. 0000002199-01	

CONTRACTOR'S NAME
City of Long Beach

AMOUNT ENCUMBERED \$2,924.53	PROGRAM/CATEGORY (CODE AND TITLE) SUMMER FOOD SERVICE-HEALTH INSPE			FUND TITLE Trust Fund - Federal
ADJ TO INCREASE ENCUMBRANCE	FY 15/16	INDEX 0191	OBJECT CODE 404	PCA 01975
ADJ TO DECREASE ENCUMBRANCE	STATUTE 2015	CHAPTER BA	ITEM 6100-001-0890	Proj. NO. 000075
				Fed Cat. NO. 10559021

REMOVED UPON ENACTMENT OF BUDGET ACT

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
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ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

Payments made from support appropriation may originate in the General Fund Clearing Account (6100-001-0001, Program 99), and per the approved plan of financial adjustment will be transferred to the encumbered funding. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 3/18/15
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