

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

LBUSD No.	FS2015/03
AUTHORIZED	
BY	
DATE	APR 21 2015
P.O. No.	

AGREEMENT

33836

1 THIS AGREEMENT is made and entered as of May 5, 2015 for
2 reference purposes only, pursuant to a minute order of the City Council of the City of
3 Long Beach adopted at its meeting held on March 24, 2015, and in a minute
4 order of the Board of Education of the Long Beach Unified School District of Los Angeles
5 County adopted at its meeting held on April 21, 2015, by and
6 between the CITY OF LONG BEACH, a municipal corporation ("Sponsor"), and the
7 LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a public
8 school system created and authorized by the California Constitution and City Charter
9 ("Vendor").

10 WHEREAS, the California Department of Education ("CDE") has made
11 available funds for a 2015 Summer Food Service Program for Children ("Program") to
12 provide meals at no cost to eligible children; and

13 WHEREAS, Sponsor anticipates entering an agreement with the CDE to
14 provide for the administration of the Program; and

15 WHEREAS, it has been determined that the Program will be conducted at
16 various locations throughout the City of Long Beach and Signal Hill; and

17 WHEREAS, Sponsor desires to enter an agreement with Vendor for the
18 preparation of meals pursuant to and in implementation of the Program; and

19 WHEREAS, Vendor has a food service facility possessing the skills,
20 personnel and equipment necessary for the preparation of such meals;

21 NOW, THEREFORE, in consideration of the mutual terms and conditions
22 herein, the parties agree as follows:

- 23 1. VENDOR PREPARATION. Vendor shall prepare and place in
24 containers provided by Sponsor such meals described hereinafter as Sponsor may order
25 from Vendor in the manner hereinafter specified for the 2015 Summer Food Service
26 Program for Children. Vendor warrants that all meals prepared by it will be wholesome,
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1 suitable for human consumption, and that Vendor shall meet all specifications and
2 obligations under the existing regulations of the CDE, or as amended, as are pertinent or
3 applicable to the 2015 Summer Food Service Program for Children of the National
4 School Lunch Act (hereinafter "Regulations").

5 2. FEE. In consideration of the satisfactory performance of Vendor's
6 obligations pursuant to this Agreement, Sponsor shall pay to Vendor the sum of Two
7 Dollars and Seventy Cents (\$2.70) for each lunch actually prepared for service at
8 locations within the City of Long Beach. The quantity shall not exceed ten thousand
9 (10,000) such meals daily, except as may be mutually agreed by Sponsor and Vendor.
10 The quantity shall be no less than fifty (50) lunches daily, except as may be mutually
11 agreed by Sponsor and Vendor. Sponsor's ordering of a quantity in excess of these
12 amounts and Vendor's delivery of such quantity shall constitute mutual agreement. In no
13 event shall Sponsor be held liable or be required to pay for any meals which fail to meet
14 the requirements of the Regulations, including those pertaining to CDE nutritional
15 requirements, such as, meals of poor quality, unwholesome or spoiled meals or portions
16 thereof, or damaged meals, or meals which otherwise fail to meet the requirements set
17 forth in this Agreement.

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

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

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

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

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

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

- 24 i. Eight (8) ounces of fluid milk.
25 ii. Two (2) ounces (edible portion as served) of meat or
26 meat alternate (fish, cheese, one (1) egg, one-half (½) cup cooked dry
27 beans or peas, four (4) tablespoons of peanut butter), or an equivalent
28 combination of these foods.

1 iii. Three-fourths (3/4) cup of two (2) or more fruits and/or
2 vegetables. A serving of full strength fruit juice may be used to meet not
3 more than three-eighths (3/8) cup of this requirement.

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

6 B. Packaging.

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

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

13 iii. All sandwiches shall be individually wrapped and
14 sealed.

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

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

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

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

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1 11. PERMITS. Vendor shall obtain and maintain food handler's permits
2 in accordance with applicable requirements. Vendor shall ensure that its employees
3 observe sanitary food handling practices. Sponsor shall ensure that its employees and
4 volunteers observe sanitary food handling practices at serving sites. A letter notifying the
5 City's Department of Health and Human Services of this operation is on file.

6 12. FOOD STORAGE AND PACKAGING MATERIAL. Sponsor shall
7 provide satisfactory food storage and serving containers, i.e., heavy styrofoam
8 containers, etc. Packaging material shall be of strength sufficient to prevent crushing of
9 food.

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

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

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

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

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

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

3 19. ASSIGNMENT OF DONATED FOOD. Donated food received from
4 the CDE will be directed to Vendor and freight and handling costs will be billed to and
5 paid by Vendor.

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

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

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

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

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

1 23. TERM. The term of this Agreement shall commence on June 22,
2 2015, and shall terminate on August 21, 2015 provided, however, that either Sponsor or
3 Vendor may terminate this Agreement by giving to the other party at least seventy-two
4 (72) hours prior notice. Meals shall be served Monday through Friday.

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

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

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

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

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

2 29. NON-PERFORMANCE. If Vendor fails to perform any or all of the
3 tasks required by this Agreement, Sponsor reserves the right to perform such tasks in
4 part or in total. Sponsor may perform such tasks itself or by contracting with another
5 Vendor.

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

10 A. Sponsor gives notice to Vendor specifying any and all items of
11 non-performance to Vendor; and

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

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

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

26 32. INSURANCE. As a condition precedent to the effectiveness of this
27 Agreement, Vendor shall procure and maintain at Vendor's expense for the duration of
28 this Agreement from insurance companies that are admitted to write insurance in

1 California or that have a rating of or equivalent to A:VIII by A.M. Best Company the
2 following insurance:

3 (a) Commercial general liability insurance (equivalent in scope to ISO form
4 CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than One Million Dollars
5 (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general
6 aggregate. Such coverage shall include but not be limited to broad form
7 contractual liability, cross liability, independent contractors liability, and products
8 and completed operations liability. The City, its officials, employees and agents
9 shall be named as additional insureds by endorsement (on the City's endorsement
10 form or on an endorsement equivalent in scope to ISO form CG 20 26 11 85), and
11 this insurance shall contain no special limitations on the scope of protection given
12 to the City, its officials, employees and agents.

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

16 c) If use of vehicles is necessary in the performance of this agreement,
17 commercial automobile liability insurance (equivalent in scope to ISO form CA 00
18 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five
19 Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

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

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1 herein has been voided by the insurer or canceled by the insured.

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

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

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

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

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

March 25, 2015

By [Signature]

Title: Nutrition Services Director

"Vendor"

CITY OF LONG BEACH, a municipal corporation

May 5, 2015

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager

"Sponsor"

This Agreement is approved as to form on May 4, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

[Signature]

Barrick L. Bartlett
Long Beach Unified School District
Purchasing and Contracts Director

4/22/15

2015 SUMMER FOOD SERVICE PROGRAM MEAL SERVICE SITES

CITY OF LONG BEACH	MEAL SERVICE LOCATIONS
Admiral Kidd Park	2125 Santa Fe Ave., Long Beach, CA 90810
Bixby Park	130 Cherry Ave., Long Beach, CA 90802
California Recreation Center/Ernest S. McBride, Sr. Park	1550 Martin Luther King, Jr. Ave., Long Beach, CA 90813
Cesar E. Chavez Park	401 Golden Ave., Long Beach, CA 90802
Cherry Park	1901 E. 45 th St., Long Beach, CA 90807
Coolidge Park	352 E. Neece St., Long Beach, CA 90805
Ed "Pops" Davenport Park	2910 E. 55 th Way, Long Beach, CA 90805
DeForest Park	6255 DeForest Ave., Long Beach, CA 90805
Drake Park	951 Maine Ave., Long Beach, CA 90813
Freeman Community Center	1205 Freeman Ave., Long Beach, CA 90804
Grace Park	Elm Ave. & E. Plymouth St., Long Beach, CA 90805
Houghton Park	6301 Myrtle Ave., Long Beach, CA 90805
MacArthur Park	1321 Anaheim St., Long Beach, CA 90813
Martin Luther King, Jr. Park	1950 Lemon Ave., Long Beach, CA 90806
Miracle on 4 th Street Park	1518 E. 4th St., Long Beach, CA 90802
Orizaba Park	1435 Orizaba Ave., Long Beach, CA 90804
Pan American Park	5157 Centralia St., Long Beach, CA 90808
Ramona Park	3301 E. 65 th St., Long Beach, CA 90805
Scherer Park	4600 Long Beach Blvd., Long Beach, CA 90805
Seaside Park/14 th Street Park	Chestnut Ave./14 th St., Long Beach, CA 90813
Silverado Park	1545 W. 31 st St., Long Beach, CA 90810
Somerset Park	1500 E. Carson St., Long Beach, CA 90807
Springdale Apt. Community Center	2095 W. Spring St., Long Beach, CA 90810
Stearns Champions Park	4520 E. 23 rd St., Long Beach, CA 90815
Veterans Park	101 E. 28 th St., Long Beach, CA 90806

LONG BEACH NONPROFIT ORGANIZATIONS

AGENCY	MEAL SERVICE LOCATIONS
Antioch Missionary Baptist Church of Long Beach	1535 Gundry Ave., Long Beach, CA 90813
Boys & Girls Clubs of Long Beach 3635 Long Beach Blvd., Long Beach, CA 90807	Dean A. Eastman/Fairfield Club 700 E. Del Amo Blvd., Long Beach, CA 90807
California Aquatic Therapy and Wellness Center	6801 Long Beach Blvd., Long Beach, CA 90805
First Congregational Church of Long Beach The Edwin & Dorothy Baker Foundation of Long Beach	241 Cedar Ave., Long Beach, CA 90802

SITES LOCATED OUTSIDE THE CITY OF LONG BEACH

AGENCY	MEAL SERVICE LOCATIONS
City of Signal Hill 2175 Cherry Ave. Signal Hill, CA 90755	Discovery Well Park 2200 Temple Ave., Signal Hill, CA 90755 Signal Hill Park 1780 E. Hill St., Signal Hill, CA 90755