



## REPORT TO CITY COUNCIL

Approved by:

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John Scarborough, Interim Parks Director

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Arnaldo Rodriguez, City Manager

**Council Meeting of:** June 5, 2019

**Agenda Number:** B-12

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**RECOMMENDATION:**

Staff recommends Council adopt resolution approving a Food Service Agreement with Madera Unified School District (MUSD) to provide meals to eligible youth during the Summer Food Service Program.

**SUMMARY:**

The Summer Food Service Program (SFSP) is a federally-funded, State-administered program. The SFSP reimburses sponsors for providing healthy meals to children and teens in low-income areas during periods when they are out of school for 15 or more consecutive school days. The program is available to children ages 18 and under.

In Madera, MUSD's Child Nutrition Department operates the program which serves City sites. By entering into this proposed Agreement, MUSD staff will deliver and serve meals to youth at five City locations in the months of June through August from 2019 – 2021, a three-year term. At the conclusion of the three-year agreement, extensions by amendment would be permitted for two years. Meals will be served at Centennial Park, Pan-American Community Center, Rotary Park, McNally Park, Lions Town and Country Park. The kids camp, organized by the City, is held at the Madera District Fair Grounds and provides a lunch for approximately 50-70 participants as well. In addition, participants in the Fit Foster Youth Program, which is sponsored by the City and MUSD and held at the John Wells Youth

Center, receive breakfast and lunch and it is anticipated that between 75-100 adolescents receive meals.

**DISCUSSION:**

Children require healthy food all year long. During the school year, many children receive free or reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. When school is out of session during the summer months, many local children are at risk of hunger. Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months has the potential to start a cycle for poor academic performance once school begins and is proven to make children more prone to illness and other health issues. The SFSP is designed to fill that nutrition gap and make sure children get the nutritious meals they need.

Reimbursement funding is made available through the United States Department of Agriculture (USDA) by way of the California Department of Education (CDE). MUSD serves in the capacity of the local sponsor; their Child Nutrition Department prepares and delivers meals to sites, administers the program, and communicates data with the CDE. MUSD receives reimbursement payments for the meals they serve. Children 18 years and younger may receive free meals and persons with disabilities who are 19 and older and participate in school programs for mentally or physically disabled people are also eligible.

The City will designate and make appropriate space available for the SFSP at the sites listed above. PCS staff will assist in marketing efforts for the program through, the City’s web-site and via social media outlets. MUSD will ensure that all SFSP staff is trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

**FINANCIAL IMPACT:**

Because there is no monetary exchange between the District and the City as a result of this Agreement, there is no negative impact to the City’s General Fund. The City simply provides meal service locations and marketing assistance while our program participants benefit from the program; the District is reimbursed for staffing and operational costs by the USDA via the CDE.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions are consistent with the following Vision Madera 2025 strategies:

**Action 305.4:** Expand youth service club and promote community services provided.

**Strategy 404:** Promote increased community wellness.

**ALTERNATIVES:**

Council may elect to not support the program which may negatively impact MUSD’s ability to provide the program to community members.

**ATTACHMENTS:**

- 1) Resolution

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING A FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL  
DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD  
SERVICE PROGRAM**

**WHEREAS**, the City of Madera provides recreation programs and facilities to the youth of Madera; and

**WHEREAS**, Madera Unified School District (MUSD) operates a Summer Food Service Program made available by the United States Department of Agriculture (USDA); and

**WHEREAS**, MUSD provides a nutritious meal served to qualified attendees who are 0 to 18 years of age or who are over 18 but participate in a special needs program through MUSD at Centennial Park, Rotary Park, Pan-American Community Center, Lions Town and Country Park, McNally Park and Madera District Fair Grounds; and

**WHEREAS**, MUSD is a qualified and established vendor providing food services that meet the guidelines provided by the USDA; and

**WHEREAS**, MUSD has prepared an Agreement with the City to formalize the terms and conditions for the provision of food services at the above listed locations.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The proposed Food Service Agreement between the City and Madera Unified School District, a copy of which is attached and also on file in the Office of the City is approved.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

Madera Unified School District  
and

The City of Madera

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***FOOD SERVICE AGREEMENT***

This agreement is made and entered into this 5<sup>th</sup> day of June 2019, by and between Madera Unified School District (“**DISTRICT**”) and the City of Madera (“**CITY**”).

Whereas, **DISTRICT** operates a food service program to provide summer lunches at no charge to recipients and in doing so is not an agent or employee of **CITY**; and

Whereas, **DISTRICT** has a need for locations to host its food service program; and

Whereas, **CITY** can make locations listed available to **DISTRICT** in **CITY** parks and at **CITY** facilities.

Now therefore, the parties agree as follows:

1. Purpose. The purpose of this agreement is to state the terms and conditions under which the **DISTRICT** will provide food services at **CITY** locations. The locations are as follows:

**Centennial Park**

701 E. 5<sup>th</sup> St.

Madera, CA. 93638

**Pan-American Community Center**

703 E. Sherwood Way

Madera, CA. 93638

**Lions Town & Country Park**

2350 Howard Road

Madera, CA. 93637

**Rotary Park**

930 North Gateway Drive

Madera, CA. 93637

**Madera District Fair**

1850 Cleveland Ave

Madera CA 93638

**McNally Park**  
825 South A St  
Madera CA 93638

2. Responsibilities of the **DISTRICT**.

- a. Provide and deliver daily lunch meals at service locations designated in Section 1 of this agreement Monday through Friday (Excluding holidays as designated by the **DISTRICT**).
- b. Meals will be delivered to service locations at 11:30am with service time not to exceed two hours.
- c. Give **CITY** advance written notice (E-mail) of any changes to the scheduled time of meal delivery.
- d. Staff assigned to provide meal service delivery must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.
- e. **DISTRICT** Staff assigned to provide meal service delivery shall be trained on proper handling and distribution of food as mandated by the funding agency.
- f. Staff assigned to provide meals onsite will ensure that any litter created by summer meals program will be cleaned.

3. Responsibilities of the **CITY**.

- a. Reserve designated space at each meal site for lunch distribution.
- b. Market summer lunch program.

4. Term. The services described in Paragraph 1 shall occur only during the summer months (June – August) and shall commence on June 12, 2019 and shall end on August 31, 2021 unless earlier terminated pursuant to Paragraph 7.

5. Payment. Nothing in this agreement shall be deemed to be a commitment or obligation of funds from either party.

6. Indemnity. Madera Unified School District shall indemnify, defend, and save and hold harmless the City of Madera, its City Council, officers, agents, employees and volunteers from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of **DISTRICT'S** performance of or failure to perform the work described in this agreement.

7. Insurance. **DISTRICT** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the **DISTRICT**, its agents, representatives, employees or subcontractors.

### *Minimum Scope and Limits of Insurance*

**DISTRICT** shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

If **DISTRICT** maintains higher limits than the minimums required above, the **CITY** shall be entitled to coverage at the higher limits maintained by **DISTRICT**.

### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the **CITY**.

### *Other Insurance Provisions*

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The **CITY**, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **DISTRICT**; and with respect to liability arising out of work or operations performed by or on behalf of the **DISTRICT** including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this project, the **DISTRICT'S** insurance coverage shall be primary insurance as respects the **CITY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **CITY**, its officers, officials, employees or volunteers shall be excess of the **DISTRICT'S** insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the **CITY**.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### *Waiver of Subrogation*

**DISTRICT** hereby agrees to waive subrogation which any insurer of **DISTRICT** may acquire from **DISTRICT** by virtue of the payment of any loss. **DISTRICT** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the **CITY** for all work performed by the **DISTRICT**, its agents, employees, independent contractors and subcontractors.

#### *Acceptability of Insurers*

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the **CITY**.

#### *Verification of Coverage*

**DISTRICT** shall furnish the **CITY** with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the **CITY** before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### *Subcontractors*

**DISTRICT** shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Termination of Agreement. The **CITY** or **DISTRICT** may terminate this Agreement for any reason upon 30 days written notice.

9. No Entitlement. **DISTRICT** agrees that it has no entitlement to any future contracts or work from the **CITY** or to any employment or fringe benefits from the **CITY**.

10. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the **DISTRICT**, the **CITY** and their respective successors and assignees.

12. Severability. If any provision of this agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this agreement.

13. Amendment. The terms of this agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by both parties.

14. Entire Agreement. This agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

15. Licenses. **DISTRICT** represents that **DISTRICT** and all agents and employees of **DISTRICT** are licensed by the State of California, if applicable, to perform all the services required by this agreement. **DISTRICT** will maintain all licenses in full force and effect during the term of this agreement.

16. Compliance with Law. **DISTRICT** agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this agreement.

17. Equipment and Materials. **DISTRICT** shall provide all equipment, materials, and supplies necessary for the performance of this agreement. This provision is negotiable as to the needs of specific children.

18. Non-discrimination. **DISTRICT** shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

19. Approvals. The parties agree that the effectiveness of the agreement is contingent upon approval by the **DISTRICT'S** Board of Trustees and by the Madera City Council. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the **DISTRICT** until approved or ratified by motion of the Governing Board duly passed and adopted.

20. Notices. Any notices required to be sent shall be sent as follows:

**The City of Madera (City)**

205 W. 4<sup>th</sup> Street  
Madera, CA. 93637

**Madera Unified School District (District)**

1902 Howard Road  
Madera, CA. 93637

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**MADERA UNIFIED SCHOOL DISTRICT:**

by: Todd Lile  
Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MADERA:**

by: Andrew J. Medellin  
Mayor, City of Madera

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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Hilda Cantú Montoy,  
Interim City Attorney