



AMENDMENT TO JANUARY 2020 – AUGUST 2021 CITY OF SEATTLE GRANT TO EXPAND THE FFVP PROGRAM

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For questions and more information about this document, please contact the following:

ROSEMARY MARTIN
Sr. Administrative Assistant
Nutrition Services
Department
nutritionservices@seattleschools.org



SCHOOL BOARD ACTION REPORT

DATE: March 11, 2021
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer, fhpodesta@seattleschools.org
Michael Stone, Director of Grants & Strategic Partnerships, mastone@seattleschools.org
Aaron Smith, Director of Nutrition Services, aasmith@seattleschools.org

For Introduction: March 24, 2021

For Action: March 24, 2021

1. TITLE

Amendment No. 2 to 2020-21 City of Seattle FFVP Agreement

2. PURPOSE

The purpose of this action is to increase the January 2020-August 2021 City of Seattle grant an additional \$715,402.06 which will expand the Fresh Fruit and Vegetable Program (FFVP) and provide Seattle students additional access to fresh fruits and vegetables.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to accept the January 2020-August 2021 City of Seattle grant to expand the Fresh Fruit and Vegetable Program grant funding amendment to include an additional \$715,402.06 for a total of up to \$1,288,927.06. Immediate action is in the best interest of the district.

4. BACKGROUND INFORMATION

a. Background

The previously approved January 2020- August 2021 City of Seattle grant to expand the FFVP was approved for grant funding up to \$473,525 to provide additional access to fresh fruits and vegetables for students in 20 low-income elementary schools.

Due to the COVID-19 pandemic, significant shifts were made to the implementation of the FFVP to include weekly home delivery, pick up options, or alternative delivery options of fresh, raw, whole produce (may also include recipes). This shift in operations allowed Nutrition Services and the City of Seattle to prioritize serving communities disproportionately impacted by the pandemic, including, but not limited to, Black,

Indigenous, students of color, and children who qualify for free and reduced-price meals. As a result, the city provided an additional \$100,000 (Amendment No. 1) in federal funds from the CARES Act to the district. This amendment to the contract was approved through the district executive routing approval process on Nov. 13, 2020.

The FFVP is a federally funded program that provides a daily fresh fruit and vegetable snack to low-income schools across the country. The goals of this program are to increase access and consumption of fresh produce and promote lifelong healthy eating habits. Since school meals and snacks may be the only source of fruits and vegetables in some students' diets, the district partners with agencies, such as the City of Seattle to support these goals.

The City of Seattle offers a FFVP grant for schools who maintain a high percentage of free and reduced-price meals enrollment but are not currently participating in the federal program because they don't meet the threshold for eligibility and/or other reasons. In a normal school year, the City of Seattle FFVP program supplements the federal program and allows the Nutrition Services Department to increase participation by providing approximately 6,800 additional students access to fresh produce.

b. Alternatives

Do not accept the grant. This alternative would cut thousands of students from a program they expect and enjoy. It also would reduce roughly 6,800 students' access to fresh fruit and vegetables and reduce their overall wellness. Therefore, this alternative is not advised.

c. Research

Not applicable.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$715,402.06 for a total of \$1,288,927.06 (\$473,525 + \$100,000).

The revenue source for this motion is City of Seattle grant funds.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Nutrition Services has engaged with families through the district's social media platforms and Let's Talk platform to inform and notify families about fresh fruits and vegetables available at meal distribution sites.

7. **EQUITY ANALYSIS**

Nutrition Services provides meal service to students in a non-discriminatory manner per School Board policy and United States Department of Agriculture (USDA) guidelines. However, the Equity Tool was used when considering which schools should receive the additional fresh fruits and vegetables with a focus on improving student wellness as a strategy for eliminating opportunity gaps.

Additionally, studies show that families in low-income neighborhoods are less likely to eat fresh fruits and veggies, and of the produce they do eat, variety is very limited. This program is designed to give students the opportunity to try fruits and vegetables that they might not otherwise have the opportunity to experience.

8. **STUDENT BENEFIT**

Student wellness contributes to students being ready to learn and access school instruction.

9. **WHY BOARD ACTION IS NECESSARY**

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. **POLICY IMPLICATION**

This action aligns with Board Policy No. 0030, Ensuring Educational and Racial Equity, by ensuring equitable access to resources that help to eliminate opportunity gaps.

Per Board Policy No. 6114, Gifts, Grants, Donations & Fundraising Proceeds, Board approval is required for the acceptance of grant funds that exceed \$250,000 in a single fiscal year.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on March 11, 2021. The committee reviewed the motion and moved the item forward with a recommendation for approval by the full board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Superintendent will continue with the grant agreement amendments with the goal of having additional funding available as soon as possible.

13. ATTACHMENTS

- City of Seattle FFVP Amendment No. 2 to 2020-21 FFVP Agreement (for approval)
- Approved BAR 2020-21 City of Seattle FFVP + Signed Docs (for reference)
- Amendment No. 1 to 2020-21 City of Seattle FFVP Agreement (for reference)

The City of Seattle

Office of Sustainability and Environment

AMENDMENT NO. 2

TO
PROVIDER AGREEMENT
FOR

2020-2021 Fresh Fruit & Vegetable Program

AGREEMENT NO. OSE-19-57

This Agreement is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Office of Sustainability & Environment, as represented by the Director; and Seattle Public Schools ("Provider"), a governmental entity of the State of Washington and authorized to do business in the State of Washington.

The original and amended agreement for provider services for the 2020-2021 Fresh Fruit & Vegetable Program is amended as follows. All other terms and conditions of the original Agreement, as amended, remain in effect.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Provider (together "the Parties") mutually agree as follows:

The existing "**Recitals**" in the amended Agreement are replaced and superseded with the following:

WHEREAS, the cost of healthy food has been identified as a barrier to consuming recommended amounts of healthy food for low-income communities; and

WHEREAS, the Seattle Food Action Plan, released in 2012, has a goal of providing all Seattle residents with access to fresh, healthy, affordable, sustainable, culturally appropriate food; and

WHEREAS, the City of Seattle Sweetened Beverage Tax revenue supports programs aimed at increasing access to healthy foods for low-income communities; and

WHEREAS, the provision of healthy food to students at Seattle Public Schools, including through daily fresh fruit and vegetable snacks, is listed as a priority recommendation of the Sweetened Beverage Tax Community Advisory Board; and

WHEREAS, school meals and snacks may be the only source of fruits and vegetables in some students' diets; and

WHEREAS, federal funding for the Fresh Fruit and Vegetable Program is only available to a small fraction of Seattle Public Schools Elementary Schools; and

WHEREAS, the COVID-19 pandemic caused school sites to close and Seattle Public Schools to transition to a remote learning model, requiring alternative delivery and pickup models to continue providing students with nutritious meals; and

WHEREAS, alternative delivery and pickup models serve a greater number of students and are more costly to administer requiring additional funding to continue operating at scale,

NOW, THEREFORE,

The purpose of this contract amendment is to expand access to healthy food for low-income children enrolled in Seattle Public Schools by implementing the Fresh Fruit and Vegetable Program from January 1, 2020 through August 1, 2021 by adding \$715,402.06 to the Budget. When students are learning on-site at schools, the program serves up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals. When students are learning remotely due to the COVID-19 pandemic, the program will serve students and families disproportionately impacted by health inequities and the pandemic in alignment with the District's alternative feeding plans.

The following changes are made to Section 3: Payment of the amended Agreement.

In section A, the total compensation is increased from \$573,525 to \$1,288,927.06.

The existing “**Exhibit A: Scope of Work**” in the original and amended Agreement is replaced with the following:

Due to the COVID-19 pandemic, Seattle Public Schools closed their facilities and moved to remote learning beginning in March 2020. As a result, the FFVP can operate under one of two models depending on whether students are learning at school, at home, or through a hybrid model. Options are outlined below: Model A outlines implementation when all students are learning on-site full-time and Model B outlines implementation during remote and hybrid learning models.

MODEL A: When students are attending schools in-person, SPS will implement the Fresh Fruit and Vegetable Program (FFVP) at up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals (FRL %)

FFVP provides an opportunity for all students to receive a variety of free, nutritious snacks during the school day. The goals of the program are to:

- increase consumption of fruits and vegetables;
- expand the variety of fruits and vegetables students experience;
- promote healthy, lifelong eating habits;
- increase students’ ability to focus and concentrate in school;
- connect students with where their food comes from and increase their access to high-quality, fresh produce options while considering cultural relevance and Washington-grown items.

To accomplish these goals, when all students are attending schools in-person, full-time, the Nutrition Services Department will recruit the following elementary schools to participate in the following model of the Fresh Fruit and Vegetable Program. The Nutrition Services Department will offer free fruits and vegetables to all students at least 4 days per week, at times other than at meal service periods at the following Elementary Schools.

#	School Name	Total Enrollment	Free	Reduced	% Free & Reduced
1	West Seattle Elementary School	476	476	0	100%
2	Roxhill Elementary	323	190	28	67.5%
3	Rainier View Elementary	244	133	39	66.8%
4	Northgate Elementary	268	135	40	65.3%
5	Lowell Elementary	312	174	29	65.1%
6	John Muir Elementary	351	188	23	60.1%
7	South Shore K-8 School	590	295	56	59.5%
8	Dearborn Park Elementary	346	171	34	59.3%
9	Highland Parks Elementary	338	165	34	58.9%
10	Olympic Hills Elementary	503	241	53	58.5%
11	Sanislo Elementary	223	112	13	56.1%
12	Graham Hill Elementary	325	155	26	55.7%
13	Broadview – Thomson	584	217	89	52.4%

	Elementary				
14	Maple Elementary	550	201	86	52.2%
15	Beacon Hill International Elementary	418	151	63	51.2%
16	Licton Springs K-8	175	80	7	49.7%
17	Madrona School	255	114	10	48.6%
18	Sand Point Elementary	210	90	10	47.6%
19	Leschi Elementary	379	162	17	47.2%
20	Hawthorne Elementary	415	140	42	43.9%
	TOTAL	7,285			

MODEL B: When SPS is following a remote or hybrid learning model due to the COVID-19 pandemic, the District will implement the Fresh Fruit and Vegetable Program (FFVP) in a way that aligns with alternative feeding plans and prioritizes serving communities disproportionately impacted by the pandemic, such as Black, Indigenous and students of color, and children who qualify for free and reduced-price lunch.

To continue accomplishing the FFVP goals while students are learning from home due to the COVID-19 pandemic, the SPS Nutrition Services Department will provide fresh fruits and vegetables free to students and their families through alternative feeding plans. The primary use of funds will go towards a weekly home delivery program model described below and distribution at SPS' meal pick up sites. Other pick-up or delivery options may be agreed upon by the City and the District in writing if funding allows.

Weekly home-delivery program

When schools first went online due to the COVID-19 pandemic, SPS began a weekly program to deliver meals to students in need. The SPS Nutrition Services Department will provide fresh fruits and vegetables for free to all students enrolled in that program. Families enrolled will receive a weeks-worth of produce that is either included in the meals box or as a separate curated produce box. Children enrolled in special education or attending a school with high rates of free and reduced-price lunch and/or high percentages of students disproportionately impacted by the pandemic, such as Black, Indigenous and students of color are eligible for this program.

Produce boxes for pick-up or delivery

FFVP funds can also be used to provide produce boxes to be picked up or distributed from school and community meal sites. Any pick-up or delivery options should prioritize serving schools with high free and reduced-price lunch rates, high percentages of students disproportionately impacted by the pandemic, such as Black, Indigenous and students of color, or in geographic areas where people are disproportionately impacted.

Budget

The estimated cost per box for the weekly Amazon home delivery program is not to exceed \$6.63, which includes produce, materials, labor. The cost per 2-pound box for produce boxes for pick-up or delivery is not to exceed \$4.92, which must include produce, materials, and labor. The program may serve up to 4400 households per week for the produce boxes for pick-up or delivery program and 3200 households for the weekly home delivery.

If there are funds remaining when hybrid or remote learning models end or additional funds become available, SPS and the City will agree upon the number of households served per week and agree on a new budget to continue providing fresh fruits and vegetables to as many students as possible while also prioritizing sourcing Washington-grown produce.

A portion of this budget, \$50,000, is from federal Coronavirus Relief Funds and must be spent and accounted for as described in Section 3 of this contract.

Local Foods

Through its procurement practices for the Fresh Fruit & Vegetable Program (FFVP), the SPS NS Department will build upon the USDA's and State's Dietary Guidelines by providing nutritious, fresh, tasty, locally, and sustainably

grown products (when available) that reflect and support the cultural knowledge and diversity of Seattle students and families.

Beginning in 2020, the Nutrition Services Director and/or their designee will plan and set monthly snack menus around Washington State's seasonality and available products. Additionally, to the extent permitted by law, the Nutrition Services Director will prioritize sourcing Washington-grown produce for the FFVP program. The City encourages partnering with women or minority-owned farms and distributors. Such participation may also help to close the opportunity gap for SPS students by providing real-world examples of farmers and business owners who are providing the food they eat. The City encourages SPS to consider Vendors that are able to provide at least one site visit to their farm or a distribution center (following COVID-19 pandemic public health guidelines) for SPS nutrition staff and/or students, provide marketing materials and information about their farm or farm supplier(s), indicate which produce items are Washington-grown within any ordering systems, offer a diversity of seasonal, Washington grown produce items throughout the school year to expose students to a variety of new fruits and vegetables, and identify the specific farm suppliers for each item at least one week in advance to support promotion and education to students.

Local Foods During COVID-19 Pandemic

The City encourages SPS to consider increasing its available suppliers to compensate for unexpected interruptions in supplies or transportation due to COVID-19. SPS shall conduct outreach or awareness activities to ensure local businesses, such as food hubs, are aware of opportunities to participate in the fresh fruits and vegetables program. SPS shall also consider goals to increase relationships with more Washington-based producers, including women and producers of color.

While the NS Director will strive to increase opportunities for women or minority-owned businesses to participate in the program, snack menu items may vary, and non-local foods may be provided if the NS Director, or designee, at their discretion, determines it is warranted for reasons including, but not limited to, day-to-day operations, food costs and availability, food quality and seasonal restrictions of particular food items.

Preparation & Presentation

The produce served should be presented in such a way that is easily identified or recognized for what it is. Dicing and slicing into smaller pieces for ease of service is acceptable, but shredded fruits and vegetables must be avoided.

The Fresh Fruit & Vegetable Program allows lightly prepared or cooked vegetables to be served. However, during normal school operations that service is limited to once per week. When the FFVP snack is served while students are on-site at schools, it is strongly advised that vegetables typically served prepared are not served in raw form such as asparagus, bok choy, onions, sweet potatoes etc.

Preparation and Presentation During COVID-19

When the District is operating under a remote-learning model due to COVID-19, produce boxes that go home to families can include fresh, raw, whole produce. SPS may also provide relevant recipes along with produce.

Deliverables

Provide requested program information for City reporting, including but not limited to:

A. Updated information on 2020-21 school population:

- # of students enrolled, by each participating school
- # of students certified for free and reduced-price meals, by each participating school
- % FRL, by each participating school
- Student race/ethnicity information, by each participating school

B. Information on FFVP implementation, e.g., description of:

- Monthly school purchase data for the FFVP
- FFVP menu, when operating under Model A
- Origin of produce (as available from Duck Delivery Produce or other distributor)
- For the weekly home delivery program or other agreed upon produce box pick-up/delivery taking place while schools are following the remote learning model please also include the following:
 - i. Number of households served weekly with produce,
 - ii. Type of produce included in boxes and form in which produce is served (i.e. whole produce added to meal boxes by SPS staff, pre-packed box, etc)

C. Information on complementary activities, e.g., description of:

- Efforts to integrate the FFVP with other school/district efforts to promote sound health and nutrition (e.g. complementary nutrition education)
- FFVP training sessions and workshops for school/district staff, principals, teachers, etc.
- FFVP partnership activities undertaken or planned (e.g. activities with local entities to promote children’s consumption of fresh fruits and vegetables)
- Efforts to publicize within the school/district the availability of free, fresh fruits and vegetables (including efforts to inform principals, teachers, school staff, children, and parents)
- Efforts to publicize within the school/district and to families the origin of local produce and any relevant information about the farmer and the farm(s).

D. Any additional information not listed here that is regularly provided/reported to OSPI or USDA as part of the federally funded FFVP.

Frequency of Deliverables

A. Updated information on 2020-2021 school population	One time (i.e. when updated information is available)
B. Information on FFVP implementation	Submitted weekly calls with OSE staff
C. Information on complementary activities	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2021 (Jan-June 2021).
D. Additional information	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2021 (Jan-June 2021).

The existing “**Exhibit B: Budget**” in the amended Agreement is replaced with the following:

When operating under Model A, invoices should be itemized as follows:

Expenses	Amount (\$)
a. Administrative costs	
b. Operational: Direct Labor & Small Supplies	
c. Operational: Produce Costs	
d. Indirect Costs	
e. Total Costs (a+b+c)	

When operating under Model B, invoices may be itemized as follows:

Distribution Method	# of boxes/bags	Unit Cost*	Sub Total (\$)
Meal Sites			
Amazon Delivery			
Bus Routes			
Indirect Costs			
Total (\$)			

* The unit cost for a 2-pound bag or box is not to exceed \$6.63 for Amazon Delivery. The unit cost for a 2-pound for Meal Sites and Bus Routes is not to exceed \$4.92.

The parties have executed this Agreement Amendment by having their representatives sign below.

PROVIDER

THE CITY OF SEATTLE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

SUPERINTENDENT ROUTING FORM

DATE: October 30, 2020
FROM: Michael Stone / Min Yee
RE: Amendment of City of Seattle Fresh Fruit and Vegetable Program,
2020-21

APPROVAL ROUTING

APPROVED BY

DATE

1. **Department Head**


Aaron Smith (Nov 4, 2020 12:23 PST)

Nov 4, 2020

2. **Legal Office Review**


Ronald Boy (Nov 4, 2020 12:25 PST)

Nov 4, 2020

3. **Policy Office Review
on 12/11/2019 _____**

Board approved original contract

4. **Finance/Budget Review**


JoLynn Berge (Nov 4, 2020 14:22 PST)

Nov 4, 2020

5. **Applicable Cabinet Member**


Fred Podesta (Nov 10, 2020 16:59 PST)

Nov 10, 2020

6. **Superintendent**


Denise Juneau (Nov 13, 2020 10:06 PST)

Nov 13, 2020

Summary:

This amendment adds \$100,000 in federal funds from the CARES Act, and specifies a model of operation during COVID-19.

This is a time-sensitive request; please have SPS signatures completed by November 9th. Thank you.

City of Seattle

Office of Sustainability and Environment

AMENDMENT NO. 1

TO

PROVIDER AGREEMENT FOR

2020-2021 Fresh Fruit and Vegetable Program

AGREEMENT NUMBER: OSE-19-57

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Office of Sustainability & Environment, as represented by the Director; and **Seattle Public Schools** (“Provider”), a governmental entity of the State of Washington and authorized to do business in the State of Washington.

The original provider agreement for the 2020-21 Fresh Fruit and Vegetable Program is amended as follows. All other terms and conditions of the original Agreement and subsequent Amendments remain in effect.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Provider (together “the Parties”) mutually agree as follows:

The existing “**Recitals**” in the original Agreement are replaced and superseded with the following:

WHEREAS, the cost of healthy food has been identified as a barrier to consuming recommended amounts of healthy food for low-income communities; and

WHEREAS, the Seattle Food Action Plan, released in 2012, has a goal of providing all Seattle residents with access to fresh, healthy, affordable, sustainable, culturally appropriate food; and

WHEREAS, the City of Seattle Sweetened Beverage Tax revenue supports programs aimed at increasing access to healthy foods for low-income communities; and

WHEREAS, the provision of healthy food to students at Seattle Public Schools, including through daily fresh fruit and vegetable snacks, is listed as a priority recommendation of the Sweetened Beverage Tax Community Advisory Board;

WHEREAS, school meals and snacks may be the only source of fruits and vegetables in some students’ diets;

WHEREAS, federal funding for the Fresh Fruit and Vegetable Program is only available to a small fraction of Seattle Public Schools Elementary Schools;

WHEREAS, the COVID-19 pandemic caused school sites to close and Seattle Public Schools to transition to a remote learning model, requiring alternative delivery and pickup models to continue providing students with nutritious meals,

NOW, THEREFORE,

The purpose of this contract is to expand access to healthy food for low-income children enrolled in Seattle Public Schools by implementing the Fresh Fruit and Vegetable Program from January 1, 2020 through August 1, 2021. When students are learning on-site at schools, the program serves up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals. When students are learning remotely due to the COVID-19 pandemic, the program will serve students and families

disproportionately impacted by health inequities and the pandemic in alignment with the District's alternative feeding plans.

The following changes are made to Section 3: Payment of the original Agreement.

*In section A, the total compensation is increased from \$473,525 to **\$573,525**.*

The following additional sub-category is included after item C.

D. Funding Restrictions and Documentation of Costs

A portion of the funds the City plans to use to support this program are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic security Act ("CARES Act"). The activities paid for with those funds to be reimbursed by the City must be consistent with limitations applicable to recipients of CARES Act funding. These limitations include:

1. Expenses must be necessary due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Expenses must not be accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Expenses must be incurred during the period that begins on March 1, 2020* and ends on December 30, 2020. Receipts and invoices from purchases and expenses incurred must be dated no later than December 30, 2020.

The City reserves the sole right to determine whether purchases are necessary and eligible for CARES Act funding. The City may in its discretion decline to reimburse any purchases that the City determines were not necessary due to the public health emergency and otherwise eligible for CARES Act funding.

The primary expenses expected under this contract are produce, materials for packing such as boxes and bags, and labor cost based on hours spent preparing produce. SPS is encouraged to communicate with the City prior to making any purchases not on that list for which reimbursement under this Agreement will be requested. By way of non-exhaustive example, the following categories of purchase would need to be considered by City to determine whether they are eligible for CARES Act funding: goods delivered before December 30, 2020 to be used after that date; bulk good purchases (other than food and packing materials); durable goods to be used both before and after December 30, 2020.

All costs incurred by the District in connection with this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery or other official documentation, evidencing in proper detail the nature and reasonableness of such costs and any associated requests for reimbursement by the City when provided for under this Agreement. Such records and documents shall be retained for a period of six (6) years after receipt of final payment under this Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either six years following final payment or until the audit findings are resolved, whichever is longer.

The following is inserted in Section 18 "Miscellaneous Provisions" of the original agreement after item E.

- F. COVID-19 Provisions**
"COVID-19 Impacts" means:

- (i) a governmental or public health order or regulation relating to COVID-19 that was not in effect or contemplated as of the effective date of this Agreement; or
- (ii) a circumstance, impact or condition resulting from COVID-19 that is beyond the District's control and was not reasonably foreseeable as of the effective date of this Agreement.

The District shall perform the services and work of this Agreement in compliance with all applicable public health recommendations and governmental orders and regulations related to COVID-19. The District represents that it has planned for and took into consideration governmental and public health requirements related to COVID-19. However, the City and the District acknowledge that the COVID-19 pandemic is an evolving situation and that future conditions, governmental orders or regulations may change or impact the District's services. As a result, District shall not be deemed in default under this Agreement if District's performance is rendered impossible due to COVID-19 Impacts. Additionally, the City shall not be obligated to pay for any services that are not provided by the District as a result of COVID-19 Impacts, nor shall the City be required to increase the payment or compensation to District under this Agreement because of COVID-19 Impacts.

The District shall notify the City in writing if its ability to perform under this Agreement is adversely impacted or prevented by COVID-19 Impacts. Upon receipt of such notice, the City may, in its discretion, do any of the following:

- (i) terminate this Agreement for convenience;
- (ii) suspend the services during the time when District's performance is not possible and reinstate the services when the District is once again able to perform (but in any event, the suspension shall not exceed the term of this Agreement) or
- (iii) enter into a mutually agreed-upon amendment to the Agreement to adjust the services or performance obligation.

F. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Agency/contractor, or any other party pertaining to any matter resulting from the Agreement.

G. Program Fraud and False or Fraudulent Statements or Related Acts

The District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this Agreement.

The following replaces section 9, "Audit," of the original agreement.

9. Audit and Access to Records

The following access to records requirements apply to this Agreement:

1. The District agrees to provide the City, the State of Washington, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the District which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. These records must be kept and accessible up to six years after final payment.
2. The District agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. In compliance with the Disaster Recovery Act of 2018, the City and the Agency acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

The existing “**Exhibit A: Scope of Work**” in the original Agreement is replaced with the following:

Due to the COVID-19 pandemic, Seattle Public Schools closed their facilities and moved to remote learning beginning in March 2020. As a result, the FFVP can operate under one of two models depending on whether students are learning at school or at home. Both options are outlined below: Model A outlines implementation when students are learning on-site and Model B outlines implementation during remote learning.

MODEL A: When students are attending schools in-person, SPS will implement the Fresh Fruit and Vegetable Program (FFVP) at up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals (FRL %)

FFVP provides an opportunity for all students to receive a variety of free, nutritious snacks during the school day. The goals of the program are to:

- increase consumption of fruits and vegetables;
- expand the variety of fruits and vegetables students experience;
- promote healthy, lifelong eating habits;
- increase students’ ability to focus and concentrate in school; and
- connect students with where their food comes from and provide students with high-quality, fresh produce options while considering cultural relevance and Washington-grown items.

To accomplish these goals when students are attending schools in-person, the Nutrition Services Department will recruit the following elementary schools to participate in the following model of the Fresh Fruit and Vegetable Program. The Nutrition Services Department will offer free fruits and vegetables to all students at least 4 days per week, at times other than at meal service periods at the following Elementary Schools.

#	School Name	Total Enrollment	Free	Reduced	% Free & Reduced
1	West Seattle Elementary School	476	476	0	100%
2	Roxhill Elementary	323	190	28	67.5%
3	Rainier View Elementary	244	133	39	66.8%
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11	Sanislo Elementary	223	112	13	56.1%
12	Graham Hill Elementary	325	155	26	55.7%
13	Broadview – Thomson Elementary	584	217	89	52.4%
14	Maple Elementary	550	201	86	52.2%
15	Beacon Hill International Elementary	418	151	63	51.2%
16	Licton Springs K-8	175	80	7	49.7%
17	Madrona School	255	114	10	48.6%
18	Sand Point Elementary	210	90	10	47.6%
19	Leschi Elementary	379	162	17	47.2%
20	Hawthorne Elementary	415	140	42	43.9%
	TOTAL	7,285			

MODEL B: When SPS is following a remote or hybrid learning model due to the COVID-19 pandemic, the District will implement the Fresh Fruit and Vegetable Program (FFVP) in a way that aligns with alternative feeding plans and prioritizes serving communities disproportionately impacted by the pandemic, such as Black, Indigenous and students of color, and children who qualify for free and reduced-price lunch.

To continue accomplishing the FFVP goals while students are learning from home due to the COVID-19 pandemic, the SPS Nutrition Services Department will provide fresh fruits and vegetables free to students and their families through alternative feeding plans. The primary use of funds will go towards a weekly home delivery program model described below and distribution at

SPS' meal pick up sites. Other pick-up or delivery options may be agreed upon by the City and the District in writing if funding allows.

Weekly home-delivery program

When schools first went online due to the COVID-19 pandemic, SPS began a weekly program to deliver meals to students in need. The SPS Nutrition Services Department will provide fresh fruits and vegetables for free to all students enrolled in that program. Families enrolled will receive a weeks-worth of produce that is either included in the meals box or as a separate curated produce and healthy snack box.

Children enrolled in special education or attending a school with high rates of free and reduced-price lunch and/or high percentages of students disproportionately impacted by the pandemic, such as Black, Indigenous and students of color are eligible for this program.

Produce boxes for pick-up or delivery

FFVP funds can also be used to provide produce and healthy snack boxes to be picked up or distributed from school and community meal sites. Any pick-up or delivery options should prioritize serving schools with high free and reduced-price lunch rates, high percentages of students disproportionately impacted by the pandemic, such as Black, Indigenous and students of color, or in geographic areas where people are disproportionately impacted.

Budget

SPS can spend up to \$310,000 on this model between the date the amendment is enacted and December 31, 2020. The estimated cost per box for the weekly home delivery program is not to exceed \$8, which includes produce, materials, and labor. The program will serve up to 13,000 households per week.

A portion of this budget, \$50,000, is from federal Coronavirus Relief Funds and must be spent and accounted for as described in Section 3 of this contract.

Local Foods

Through its procurement practices for the Fresh Fruit & Vegetable Program (FFVP), the SPS NS Department will build upon the USDA's and State's Dietary Guidelines by providing nutritious, fresh, tasty, locally, and sustainably grown products (when available) that reflect and support the cultural knowledge and diversity of Seattle students and families.

Beginning in 2020, the Nutrition Services Director and/or their designee will plan and set monthly snack menus around Washington State's seasonality and available products. Additionally, to the extent permitted by law, the Nutrition Services Director will prioritize sourcing Washington-grown produce for the FFVP program. The City encourages partnering with women or minority-owned farms and distributors. Such participation may also help to close the opportunity gap for SPS students by providing real-world examples of farmers and business owners who are providing the food they eat. The City encourages SPS to consider Vendors that are able to provide at least one site visit to their farm or a distribution center (following COVID-19 pandemic public health guidelines) for SPS nutrition staff and/or students, provide marketing materials and information about their farm or farm supplier(s), indicate which produce items are Washington-grown within any ordering systems, offer a diversity of seasonal, Washington grown produce items throughout the school year to expose students to a variety of new fruits and vegetables, and identify the specific farm suppliers for each item at least one week in advance to support promotion and education to students.

Local Foods During COVID-19 Pandemic

The City encourages SPS to consider increasing its available suppliers to compensate for unexpected interruptions in supplies or transportation due to COVID-19. SPS shall conduct

outreach or awareness activities to ensure local businesses, such as food hubs, are aware of opportunities to participate in the fresh fruits and vegetable program. SPS shall also consider goals to increase relationships with more Washington-based producers, including women and producers of color.

While the NS Director will strive to increase opportunities for women or minority-owned businesses to participate in the program, snack menu items may vary, and non-local foods may be provided if the NS Director, or designee, at their discretion, determines it is warranted for reasons including, but not limited to, day-to-day operations, food costs and availability, food quality and seasonal restrictions of particular food items.

Preparation & Presentation

The produce served should be presented in such a way that is easily identified or recognized for what it is. Dicing and slicing into smaller pieces for ease of service is acceptable, but shredded fruits and vegetables must be avoided.

The Fresh Fruit & Vegetable Program allows lightly prepared or cooked vegetables to be served. However, during normal school operations that service is limited to once per week. When the FFVP snack is served while students are on-site at schools, it is strongly advised that vegetables typically served prepared are not served in raw form such as asparagus, bok choy, onions, sweet potatoes etc.

Preparation and Presentation During COVID-19

When the District is operating under a remote-learning model due to COVID-19, produce boxes that go home to families can include fresh, raw, whole produce. SPS may also provide relevant recipes along with produce.

Deliverables

Provide requested program information for City reporting, including but not limited to:

- A. *Updated information on 2020-21 school population:*
 - # of students enrolled, by each participating school
 - # of students certified for free and reduced-price meals, by each participating school
 - % FRL, by each participating school
 - Student race/ethnicity information, by each participating school
- B. *Information on FFVP implementation, e.g., description of:*
 - A. Monthly school purchase data for the FFVP
 - B. FFVP menu, when operating under Model A
 - C. Origin of produce (as available from Duck Delivery Produce or other distributor)
 - D. For the weekly home delivery program or other agreed upon produce box pick-up/delivery taking place while schools are following the remote learning model please also include the following:
 - Number of households served weekly with produce,
 - Type of produce included in boxes and form in which produce is served (i.e. whole produce added to meal boxes by SPS staff, pre-packed box, etc)
- C. *Information on complementary activities, e.g., description of:*
 - Efforts to integrate the FFVP with other school/district efforts to promote sound health and nutrition (e.g. complementary nutrition education)
 - FFVP training sessions and workshops for school/district staff, principals, teachers, etc.
 - FFVP partnership activities undertaken or planned (e.g. activities with local entities to promote children's consumption of fresh fruits and vegetables)
 - Efforts to publicize within the school/district the availability of free, fresh fruits and vegetables (including efforts to inform principals, teachers, school staff, children, and parents)

- Efforts to publicize within the school/district and to families the origin of local produce and any relevant information about the farmer and the farm(s).
- D. Any additional information not listed here that is regularly provided/reported to OSPI or USDA as part of the federally funded FFVP.

Frequency of Deliverables

A. Updated information on 2020-2021 school population	One time (i.e. when updated information is available)
B. Information on FFVP implementation	Submitted with monthly invoice
C. Information on complementary activities	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2021 (Jan-June 2021).
D. Additional information	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2021 (Jan-June 2021).

EXHIBIT B: Budget

When operating under Model A, invoices should be itemized as follows:

Expenses	Amount (\$)
a. Administrative costs	
b. Operational: Direct Labor and Small Supplies	
c. Operational: Produce Costs	
d. Total Costs (a+b+c)	

When operating under Model B, invoices may be itemized as follows:

Distribution Method	# of boxes/bags	Unit Cost*	Total (\$)
Meal sites			
Amazon delivery			
Bus route delivery			
TOTAL			

*The unit cost is not to exceed \$8. Based on the breakdown below, a 2-pound box is estimated at \$4.44 and a 4-pound cost is estimated at \$7.15.

Produce Box Cost Estimates

Produce & box/bag	
1 lb fruit	1.33
1 lb vegetable	1.38
Box/bag materials	0.77
Ice pack	0.42
Labor	
15 hrs/week, avg \$25/hour (packing produce)	\$375
Total for 10 weeks	\$3,750
Per household	0.54

FFVP total/box (2 lbs)	\$ 4.44
FFVP total/box (4 lbs)	7.15

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Amendment by having legally-binding representatives affix their signatures below.

PROVIDER

Denise Juneau Nov 13, 2020
By Denise Juneau (Nov 13, 2020 10:06 PST)
 Signature Date

Denise Juneau
 Type or Print Name

Superintendent
 Title

CITY OF SEATTLE

Jessica Finn Coven Nov 13, 2020
By Jessica Finn Coven (Nov 13, 2020 14:13 PST)
 Signature Date

Jessica Finn Coven

Director
 Title

Superintendent's Office

Every Student. Every Classroom. Every Day.
Three Goals 50,000 Journeys and Counting



EXECUTIVE APPROVAL FORM

This form is to be used for contracts, MOU's, and grants above \$75,000 and for sole source and emergency approvals. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board approval, a copy of the approved Board Action Report must be included.

TO: Chief Financial Officer (for approvals up to \$100,000)
Superintendent (for approvals over \$100,000)

Requesting Approval for (Check all that apply):	<input type="checkbox"/> Contract/PSC/PO	<input type="checkbox"/> MOU	<input checked="" type="checkbox"/> Grant
	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Emergency	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Inter-Local Cooperative Agreement		

Project Title/Description /Reason Procurement Requested:
January 2020 - August 2021 City of Seattle grant to expand the Fresh Fruit and Vegetable Program

Contract Amount:
\$473,525.00

The subject and attached material have been reviewed with the appropriate staff members as indicated by the signatures below. **All policies and legal requirements have been followed.** If the material meets your approval, please sign and return to the initiator's office. The page(s) requiring your signature have been tagged.

Attachment(s)/ Supporting Documentation Approved BAR	Related Policy or RCW(s) or WAC(s) Policy No. 6114, 6220, 0030	
Initiator/Staff Member Information		
(1) Name (Print) Rosemary Martin	Signature 	Date 12/13/19
Email/Phone 206-252-0935	Department Nutrition Services	
ROUTING APPROVAL (For Contracts, Personal Service Contracts/ Purchase Orders \$75,000 - \$100,000)		
(2) Manager/Principal (Print) N/A	Signature	Date
(3) Director (Print) Aaron Smith	Signature 	Date 12-16-19
(4) Facilities Finance (Capital only) (Print) N/A	Signature	Date
(5) Procurement (Purchasing/Contracting) (Print) Craig Murphy	Signature	Date
(6) Legal (Print) Ronald Bay	Signature 	Date 12/16/19
(7) Accounting (for encumbrance)* (Print) Amy Fleming	Signature 	Date 12/17/19

(8) Chief of Department (as appropriate) (Print) Fred Podesta <i>Fred Podesta</i> <i>Fred Podesta</i>	Signature <i>Fred Podesta</i>	Date <i>12/17/2019</i>
(9) Chief Financial Officer* (Print) JoLynn Berge <i>JoLynn Berge</i>	Signature <i>JoLynn Berge</i>	Date <i>12/17/19</i>
FINAL APPROVAL (for Contracts \$100,000 - \$250,000)		
(10) Superintendent (Superintendent to execute contracts over \$250,000 after Board approval)* (Print)**	Signature <i>[Signature]</i>	Date <i>1/10/2020</i>
BOARD APPROVAL (for Contracts OVER \$250,000)		
(11) Board Action Approval Date	<input type="checkbox"/> Approved Board Action Report (BAR) attached	

*Contract executor(s) – See Superintendent Procedures 6220SP.A, Attachment 1 for contract signature authorities

**If Board Action Approval is appropriate, skip Superintendent signature until Board approves. Once approved by Board, then have Superintendent sign-off.



SCHOOL BOARD ACTION REPORT

DATE: Oct. 25, 2019
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer,
fhpodesta@seattleschools.org
 Michael Stone, Director Grants & Strategic Partnerships,
mastone@seattleschools.org
 Aaron Smith, Director Nutrition Services,
aasmith@seattleschools.org

For Introduction: Nov. 20, 2019
For Action: Dec. 11, 2019

1. TITLE

January 2020 - August 2021 City of Seattle grant to expand the Fresh Fruit and Vegetable Program

2. PURPOSE

The purpose of this action is to provide additional access to fresh fruits and vegetables for students in 20 low-income elementary schools.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to accept the City of Seattle Fresh Fruit and Vegetable Program grant funding in the amount of up to \$473,525 to fund the nutrition program in 20 district schools and also authorize the Superintendent to take any necessary steps to implement this action.

4. BACKGROUND INFORMATION

a. Background

The Fresh Fruit and Vegetable Program (FFVP) is a federally funded program that provides a daily fresh fruit or vegetable snack to low-income schools across the country. The goals of the program are to increase access and consumption of fresh produce and promote healthy life-long eating habits. Since school meals and snacks may be the only source of fruits and vegetables in some students' diets, the district partners with agencies to support these goals.

The City of Seattle offers a FFVP grant for schools who maintain a high percentage of free and reduced-price meals enrollment but are not currently participating in the federal program because they don't meet the threshold for eligibility and/or other reasons. The City of Seattle FFVP program supplements the federal program and allows the Nutrition Services Department to increase participation by providing approximately 6,800 additional students access to fresh produce.

b. Alternatives

Do not accept the grant. This alternative would cut thousands of students from a program they expect and enjoy. It also would reduce roughly 6,800 students' access to fresh fruit and vegetables and reduce their overall wellness. Therefore, this alternative is not advised.

c. Research

Not applicable.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be an additional revenue stream for up to \$473,525.

The revenue source for this motion is the City of Seattle grant funds.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Schools that qualify to receive the additional fresh fruits and vegetables will be notified, and nutrition services will produce a flyer to notify families.

7. EQUITY ANALYSIS

Nutrition Services provides meal service to students in a non-discriminatory manner per School Board policy and United States Department of Agriculture (USDA) guidelines. However, the Equity Tool was used when considering which schools should receive the additional fresh fruits and vegetables with a focus on improving student wellness as a strategy for eliminating opportunity gaps.

Additionally, studies show that families in low-income neighborhoods are less likely to eat fresh fruits and veggies, and of the produce they do eat, variety is very limited. This program is designed to give students the opportunity to try fruits and vegetables that they might not otherwise have the opportunity to experience.

8. STUDENT BENEFIT

Student wellness contributes to students being ready to learn and accessing school instruction.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6114, Gifts, Grants, Donations & Fundraising Proceeds, and Board Policy No. 6220, Procurement, grant awards exceeding \$250,000 require board approval. Per Board Policy No. 0030, Ensuring Education and Racial Equity, also applies to this action which will ensure equitable access to high quality support and resources to eliminate opportunity gaps.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on Nov. 7, 2019. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Superintendent will enter into the grant agreement with the goal of having funding available beginning Jan. 1, 2020.

13. ATTACHMENTS

- 2020-21 Fresh Fruit and Vegetable Program, Agreement Number OSE-19-57 (for approval)

City of Seattle

Office of Sustainability & Environment

PROVIDER AGREEMENT

Title: **2020-2021 Fresh Fruit and Vegetable Program**

AGREEMENT NUMBER: OSE-19-57

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Office of Sustainability & Environment, as represented by the Director; and **Seattle Public Schools** ("Provider"), a governmental entity of the State of Washington and authorized to do business in the State of Washington.

Recitals:

WHEREAS, the cost of healthy food has been identified as a barrier to consuming recommended amounts of healthy food for low-income communities; and

WHEREAS, the Seattle Food Action Plan, released in 2012, has a goal of providing all Seattle residents with access to fresh, healthy, affordable, sustainable, culturally appropriate food; and

WHEREAS, the City of Seattle Sweetened Beverage Tax revenue supports programs aimed at increasing access to healthy foods for low-income communities; and

WHEREAS, the provision of healthy food to students at Seattle Public Schools, including through daily fresh fruit and vegetable snacks, is listed as a priority recommendation of the Sweetened Beverage Tax Community Advisory Board;

WHEREAS, school meals and snacks may be the only source of fruits and vegetables in some students' diets; and

WHEREAS, federal funding for the Fresh Fruit and Vegetable Program is only available to a small fraction of Seattle Public Schools Elementary Schools;

NOW, THEREFORE,

The purpose of this contract is to expand access to healthy food for low-income children enrolled in Seattle Public Schools by implementing the Fresh Fruit and Vegetable Program from January 1, 2020 through August 1, 2021 at up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals.

In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Provider (together "the Parties") mutually agree as follows:

1. SCOPE AND TERM OF AGREEMENT

The term of this Agreement begins when fully executed by all parties and ends on September 30, 2021 unless amended by written agreement or terminated earlier under the termination provisions.

Scope of Services

The Scope of Work ("Work") of this Agreement and the time scheduled for completion of such Work are attached to this Agreement as Exhibit A. The Work is subject to City review and approval and the Provider shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Provider's progress.

2. CHANGES

Either party may request changes to this Agreement. If the parties agree, such changes mutually agreed upon by and between the City and Provider, shall be incorporated into the Amendment when signed by both parties.

3. PAYMENT

- A. Total compensation under this Agreement is **\$473,525** to be spent by August 1, 2021 per the budget categories outlined in Exhibit B, unless modified by a written amendment to this Agreement.
- B. Payment Procedures: The Provider must submit invoices and all required backup documentation to the City once per month during progress of work, for partial payment for work completed to date, by the 15th of the month in which the Provider performed the work (e.g. May 15th, 2020 for work completed in April 2020). Payment shall be made by the City to the Provider upon the City's receipt of an invoice containing the information listed detailed in Section 4 Payment Procedures.
- C. Payment is subject to the continuing appropriation authority of the Seattle City Council. Provider agrees that there is no guarantee of a minimum amount of work or payment under this Contract.

4. PAYMENT PROCEDURES

The Provider will submit invoices to the City once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Provider upon the City's receipt of a properly prepared invoice containing the information listed below.

Deliver all invoices and invoice/billing notices under this Agreement to:

If to the City:	If to the Provider:
Hannah Hill Food Policy Advisor Seattle Office of Sustainability & Environment PO Box 94729 Seattle, WA 98124 (206) 256-5451 Hannah.Hill@seattle.gov	Emme Collins Nutrition Services Department District Chef Seattle Public Schools John Stanford Center for Educational Excellence 2445 3rd Ave. S. Seattle, WA 98134 (206) 252-0675 emcollins@seattleschools.org

See attached checklist for further instructions.

Invoices must clearly display the following (sub-providers' invoices must also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• City Project Manager Name: Hannah Hill• Department Contract No. OSE-19-57• Period covered by the invoice (e.g. <i>April 1, 2020 – April 30, 2020</i>)• Total amount invoiced, itemized by line items included in Exhibit B Budget.

5. PROMPT PAY

Definitions

- A. An invoice is considered received when it is date-stamped at point of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Provider

- A. **Timely Payment:** Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Provider within thirty (30) calendar days of receipt of the invoice.
- B. **Disputed Items:** The City may withhold payment for disputed items. The City will promptly notify the Provider in writing, outlining the disputed items, the amount withheld and actions the Provider must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Provider may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. **Legal Fees:** In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

6. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

Deliver all official notices under this Agreement to:

If to the City:	If to the Provider:
Hannah Hill Food Policy Advisor Seattle Office of Sustainability & Environment PO Box 94729 Seattle, WA 98124 (206) 256-5451 Hannah.Hill@seattle.gov	Emme Collins Nutrition Services Department District Chef Seattle Public Schools John Stanford Center for Educational Excellence 2445 3rd Ave. S. Seattle, WA 98134 (206) 252-0675 emcollins@seattleschools.org

7. INDEMNIFICATION

Provider shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Provider, its officers, employees, agents or sub-providers;
- the concurrent negligence of Provider, its officers, employees, agents or sub-providers but only to the extent of the negligence of Provider, its officers, employees, agents or sub-providers;
- the negligent performance or non-performance of the contract by the Provider; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Provider waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

8. INSURANCE

Provider agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by providers/sub-providers performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

9. AUDIT

Upon request, the Provider shall permit the City and any other governmental agency involved in the funding of the Work to copy, inspect and audit all pertinent books and records related to the Work, including connected or related Work performed by sub-providers, up to six years after final payment.

10. TAXES, FEES AND LICENSES

Provider shall obtain and pay all federal, state and local licenses required for the services rendered under this Agreement. Provider shall pay all taxes arising out of or connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

11. INDEPENDENT PROVIDER

The Provider is an independent contractor and is not intended to act in any way as a City employee. The parties agree the City has neither direct nor immediate control over the Provider or the right to control the manner or means by which the Provider performs the work. Neither the Provider nor any Provider employee is deemed an employee of the City for any purpose. The Provider is not authorized to act as an agent or legal representative of the City for any purpose. The Provider is not granted express or implied right or authority to assume or create obligation or responsibility on behalf of or in the name of the City or to bind the City.

Use of City Office Space and Equipment: If the City determines it is in the City's best interests for the Provider to Work on City premises and/or with City equipment, the City may provide such premises and equipment. Such premises and equipment are provided exclusively for the project and shall not be used for any other Provider purpose. In such event, the Provider remains independent and is not acting in the capacity of a City employee. The Provider will not work on-site at City offices for more than 36 consecutive months without written authorization from the City Project Manager. The Provider shall notify the City Project Manager if s/he or any other Workers are known to be within 90 days of a consecutive 36-month placement on City property. If the City determines the use of City premises or equipment is not necessary to complete the Work, the Provider will be required to work from its own office space or in the field, as necessary. The City reserves the right to negotiate a reduction in Provider fees or charge a rental fee, based on the actual costs to the City, for the use of City premises or equipment.

12. ASSIGNMENT

Rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

13. TERMINATION

The City may terminate the whole or part of this Agreement by written notice. This includes but is not limited to such reasons as Provider failure to meet schedules specified herein, if timely completion is improbable, impossible, not feasible or illegal, or for City's convenience.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion,

riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Provider's own employees, sabotage, or superior governmental regulation or control.

Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.

14. DEBARMENT

The City may debar the Provider pursuant to the provisions of SMC Ch. 20.70. Provider confirms it is not debarred or excluded from participating in any Federal-aid contract nor has any sub-provider used to perform this work. Debarment shall be verified at <https://www.sam.gov>. Provider shall keep proof of such verification within the sub-provider records.

15. COMPLIANCE WITH LAWS

Provider shall comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. Provider shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement.

16. SOCIAL EQUITY REQUIREMENTS

Non-discrimination & Equal Employment Opportunity: Provider shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Provider shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

Upon request, Provider shall furnish a report to the City Purchasing and Contracting Services Director of affirmative efforts to implement this section, and will permit access to employment records, employment advertisements, application forms, other pertinent data and records as requested for investigation of compliance with this section.

The Provider shall insert this Equal Employment Opportunity provision in all subcontracts executed under this Agreement.

Women and Minority Business: Provider shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, using minority community and public organizations to perform outreach.

Any violation of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws is a material breach for which the Provider may be subject to damages and sanctions provided by the Agreement and applicable law. Providers in violation of the requirements may be subject to debarment from City contracting in accordance with SMC

Paid Sick Time and Safe Time Ordinance: The Provider shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-4500.

17. PROVIDER PERFORMANCE EVALUATION

Provider's performance will be evaluated at contract conclusion. The City's Provider Performance Evaluation form is at <http://www.seattle.gov/contracting/docs/ccPE.doc>

18. MISCELLANEOUS PROVISIONS

A. **Background Checks and Immigrant Status:** The City may require background checks for some or all of the employees that may perform work under this Agreement. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <https://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks#backgroundchecks>.

B. **Notification Requirements for Federal Immigration Enforcement Activities:** Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI) Enforcement Removal Operations (ERO); Customs and Border Protection (CPB), and U.S. Citizenship and Information Services (USCIS) regarding your City Contract, Provider shall notify the Program Manager immediately.

Such requests include, but are not limited to:

- a. Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- b. Requests for data or information (writing or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Providers shall request the ICE authority to wait until the Program Manager is able to verify the credentials and authority of the ICE agent and will direct the Provider on how to proceed.

C. **Americans with Disabilities Act (ADA): RESERVED**

D. **Campaign Contributions (Initiative Measure No. 122):** Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please contact Polly Grow at polly.grow@seattle.gov for more information about the measure or call the Ethics Director with questions at 206-615-1248.

E. In all communications with members of the public relating to work funded by the Sweetened Beverage Tax, the Provider and sub-providers shall include the following funding acknowledgement statement:

"The Fresh Fruit and Vegetable Program at [INSERT SCHOOL NAME(S)] is supported by funding from Seattle's Sweetened Beverage Tax."

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding

PROVIDER

THE CITY OF SEATTLE

By Jolynn Berge Jan 13, 2020
Signature Date

By _____
Signature Date

Jolynn Berge
Contract Signatory

Jessica Finn-Coven

Chief Financial Officer
Title

Director

City of Seattle Business License Number:

Washington State Unified Business Identifier Number (UBI):

Attachments:

EXHIBIT A: Scope of Work

EXHIBIT B: Budget

EXHIBIT A: Scope of Work

The Scope of Work of this Agreement and the time scheduled for completion of such work are as follows.

TASK: Implement the Fresh Fruit and Vegetable Program (FFVP) at up to 20 Seattle Public Schools Elementary Schools with high percentages of students eligible for free/reduced price meals (FRL %)

FFVP provides an opportunity for all students to receive a variety of free, nutritious snacks during the school day. The goals of the program are to:

- increase consumption of fruits and vegetables;
- expand the variety of fruits and vegetables students experience;
- promote healthy, lifelong eating habits;
- increase students' ability to focus and concentrate in school; and
- connect students with where their food comes from and provide students with the freshest produce possible

To accomplish these goals, the Nutrition Services Department will recruit the following Seattle Public Schools Elementary Schools to participate in the Fresh Fruit and Vegetable Program. The Nutrition Services Department will offer free fruits and vegetables to all students at least 4 days per week, at times other than at meal service periods at the following Elementary Schools.

#	School Name	Total Enrollment	Free	Reduced	% Free & Reduced	FFVP Budget for January 2020-August 2021*
1	West Seattle Elementary School	476	476	0	100%	\$30,940
2	Roxhill Elementary	323	190	28	67.5%	\$20,995
3	Rainier View Elementary	244	133	39	66.8%	\$15,860
4	Northgate Elementary	268	135	40	65.3%	\$17,420
5	Lowell Elementary	312	174	29	65.1%	\$20,280
6	John Muir Elementary	351	188	23	60.1%	\$22,815
7	South Shore K-8 School	590	295	56	59.5%	\$38,350
8	Dearborn Park Elementary	346	171	34	59.3%	\$22,490
9	Highland Parks Elementary	338	165	34	58.9%	\$21,970
10	Olympic Hills Elementary	503	241	53	58.5%	\$32,695

11	Sanislo Elementary	223	112	13	56.1%	\$14,495
12	Graham Hill Elementary	325	155	26	55.7%	\$21,125
13	Broadview – Thomson Elementary	584	217	89	52.4%	\$37,960
14	Maple Elementary	550	201	86	52.2%	\$35,750
15	Beacon Hill International Elementary	418	151	63	51.2%	\$27,170
16	Licton Springs K-8	175	80	7	49.7%	\$11,375
17	Madrona School	255	114	10	48.6%	\$16,575
18	Sand Point Elementary	210	90	10	47.6%	\$13,650
19	Leschi Elementary	379	162	17	47.2%	\$24,635
20	Hawthorne Elementary	415	140	42	43.9%	\$26,975
	TOTAL	7,285				\$473,525

* Budget calculation based on \$45 per enrolled student

Local Foods

Through its procurement practices for the Fresh Fruit & Vegetable Program, the Nutrition Services Department at Seattle Public Schools will build upon the USDA's and State's Dietary Guidelines by providing nutritious, fresh, tasty, locally, and sustainably grown products (when available) that reflect and support Seattle's racial and cultural diversity.

Beginning in 2020, the Nutrition Services Director and/or their designee will plan and set monthly snack menus around Washington State's seasonality and available products. Additionally, the Nutrition Services Director will prioritize sourcing locally grown produce from women or minority-owned businesses using appropriate procurement methods in up to 4 purchases or transactions of fruit and vegetable snacks.

While the Nutrition Services Director will make every effort to source locally and source from women or minority-owned businesses, snack menu items may vary, and non-local substitutions may be made if the Nutrition Services Director, at their discretion, determines that such a variance or substitution is warranted for reasons including, but not limited to, day-to-day operations, food costs and availability, and seasonal restrictions of particular food items.

Preparation & Presentation

The produce served should be presented in such a way that is easily identified or recognized for what it is. Dicing and slicing into smaller pieces for ease of service is acceptable, but shredded fruits and vegetables must be avoided.

The Fresh Fruit & Vegetable Program allows lightly prepared or cooked vegetables to be served. However, service is limited to once per week. It is strongly advised that vegetables typically served prepared are not served in raw form such as asparagus, bok choy, onions, sweet potatoes etc..

Deliverables

Provide requested program information for City reporting, including but not limited to:

- A. *Updated information on 2020-21 school population:*
 - # of students enrolled, by each participating school
 - # of students certified for free and reduced-price meals, by each participating school
 - % FRL, by each participating school
 - Student race/ethnicity information, by each participating school

- B. *Information on FFVP implementation, e.g., description of:*
 - Monthly school purchase data for the FFVP
 - FFVP Menu
 - Origin of produce (as available from Duck Delivery Produce or other distributor)

- C. *Information on complementary activities, e.g., description of:*
 - Efforts to integrate the FFVP with other school/district efforts to promote sound health and nutrition (e.g. complementary nutrition education)
 - FFVP training sessions and workshops for school/district staff, principals, teachers, etc.
 - FFVP partnership activities undertaken or planned (e.g. activities with local entities to promote children’s consumption of fresh fruits and vegetables)
 - Efforts to publicize within the school/district the availability of free, fresh fruits and vegetables (including efforts to inform principals, teachers, school staff, children, and parents)

- D. *Any additional information not listed here that is regularly provided/reported to OSPI or USDA as part of the federally funded FFVP.*

Frequency of Deliverables

A. <i>Updated information on 2020-2021 school population</i>	One time (i.e. when updated information is available)
B. <i>Information on FFVP implementation</i>	Submitted with monthly invoice
C. <i>Information on complementary activities</i>	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2020 (Jan-June 2021).
D. <i>Additional information</i>	Bi-annually - July (Jan-June 2020), January (Sept-Dec 2020), and July 2020 (Jan-June 2021).

EXHIBIT B: Budget

Invoices should be itemized as follows:

Expenses	Amount (\$)
a. Administrative costs	
b. Operational: Direct Labor and Small Supplies	
c. Operational: Produce Costs	
d. Total Costs (a+b+c)	