



SCHOOL BOARD ACTION REPORT

DATE: June 9, 2021
FROM: Dr. Brent C. Jones, Interim Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer, fhpodesta@seattleschools.org
Aaron Smith, Director of Nutrition Services, aasmith@seattleschools.org

For Introduction: June 23, 2021
For Action: June 23, 2021

1. TITLE

2021-22 City of Seattle Summer Food Service Program Project Services Agreement

2. PURPOSE

The purpose of this action is to authorize the Superintendent to enter into an agreement with the City of Seattle to provide meal and delivery services to thousands of vulnerable youth during the 2021-22 summer months, thereby providing access to nutritious meals to all students of all backgrounds in the district.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to enter into a project services agreement with the City of Seattle to receive payment of up to \$334,700, to provide breakfast, lunch and afternoon snacks for the City of Seattle's Summer Food Service Program, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract. Immediate action is in the best interest of the district.

4. BACKGROUND INFORMATION

a. Background

Seattle Public Schools (SPS) Nutrition Services Department has been the food services contractor supporting the Summer Food Service needs of the City of Seattle since the early 1970s. The execution of this contract provides summer employment opportunities for Nutrition Services' employees and additionally supports the continuation of providing nutritious meals to vulnerable and food insecure youth around Seattle.

The City of Seattle participates in the US Department of Agriculture's (USDA) Summer Food Service Program (SFSP) providing meals purchased from SPS Nutrition Services. The SFSP prepares and delivers breakfast, lunch and snacks for children and youth (age 1-18) participating in the program at no cost. The district will deliver meals to sites as arranged; however, delivery will not be provided to all locations. The district is prepared to supply 36,422 breakfasts, 113,756 lunches and 74,194 snacks during the eight weeks that the program operates during the summer.

b. Alternatives

Do not approve the contract, but this is not recommended. If the contract is not approved, the most vulnerable students in the City of Seattle will not have access to meals during the summer.

c. **Research**

Providing meals during the summer is an effective way to combat food insecurities. This program will help to ensure that no child goes hungry in the summer.

5. **FISCAL IMPACT/REVENUE SOURCE**

Revenue up to \$334,700 from the City of Seattle.

It is anticipated that department expenses will be fully met based on the per meal reimbursement rate established as part of this contract, and the exact amount to be received from the City will be dependent on the total meals served.

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

SPS Nutrition Services Department has been the food services contractor supporting the Summer Food Service needs of the City of Seattle since the early 1970s. This contract provides summer employment opportunities for several Nutrition Services employees and additionally supports the continuation of providing nutritious meals to vulnerable and food insecure youth around Seattle.

7. **EQUITY ANALYSIS**

This program, coordinated and funded by the City of Seattle, is designed to provide equitable access to nutrition during the summer. Nutrition Services provides meal service to students in a non-discriminatory manner per School Board policy. The Equity Analysis Tool was not used for discussion related to this contract, but the contract supports our mission that students have equitable access to food.

8. **STUDENT BENEFIT**

Accepting the contract with the City of Seattle to provide breakfast, lunch and afternoon snacks during the summer has the potential to affect the nutritional needs of approximately 4,700 vulnerable children who reside in the City of Seattle. Nutrition Services additionally relies on the revenue generated from this agreement to support its overall food service program. Providing uninterrupted meal services to vulnerable and food insecure youth ensures during the summer months that quality meal services are provided to them once the school year has concluded.

9. WHY BOARD ACTION IS NECESSARY

Contract initial value or amendment value exceeds applicable threshold (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.

11. BOARD COMMITTEE RECOMMENDATION

This motion did not go to a committee.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, SPS Nutrition Services Department will work with the City of Seattle to coordinate the summer food service needs with a start date the week of July 1, 2021.

13. ATTACHMENTS

- 2021-22 OSPI/USDA Summer Food Service Program Agreement (for approval)

Electronic Contract/Amendment Processing for HSD Service Agreements

Attached is an electronic copy of the contract between your agency and the City of Seattle Human Services Department (HSD) for your review and electronic signature and date.

To download a copy of the contract to save or print, click on "Printable Version" to access the .PDF copy of the contract. Once you have applied your electronic signature and date, DocuSign will notify HSD that the contract has been signed.

Should you have any questions, please contact **Javier Pulido**, at javier.pulido@seattle.gov.

Enclosures



700 Fifth Avenue, Suite 5800
PO Box 34215
Seattle, WA 98124-4215
(206) 386-1001

PROJECT SERVICES AGREEMENT

PROJECT NAME: OSPI/USDA Summer Food Service Program

FUND SOURCES: HSD General Fund, Sweetened Beverage Tax,
Summer Food Service Program (CFDA
#10.559)

This Project Services Agreement ("Agreement") is made between the City of Seattle (hereinafter "City"), acting through its Director of the Human Services Department (hereinafter "Director"), and **Seattle School District #1** (hereinafter "Agency").

Except as otherwise specifically provided for herein, this Agreement shall be subject to the terms and conditions of the Master Agency Services Agreement between the Agency and the City. The Master Agency Services Agreement is signed by the Agency and the City with original signature copies maintained by both parties. The provisions of the Master Agency Services Agreement are incorporated herein by this reference.

In consideration of the mutual covenants, promises and consideration set forth in this Agreement, the parties agree as follows:

I. SERVICES RENDERED

Section 100. Term and Scope of Services

Throughout the term of this Agreement, which shall begin on **July 1, 2021** and terminate on **June 30, 2022**, the Agency shall provide the City with the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto. Such services shall at all times be provided on a basis satisfactory to the Director, and shall at a minimum be consistent with the goals and objectives set forth in Exhibit A-1 and the minimum performance standards set forth in Exhibit A-2, both of which exhibits are attached hereto and incorporated herein by this reference.

II. PAYMENT, RECORDS, AND OTHER CONDITIONS

Section 200. Payment

The City shall compensate the Agency according to the Contract Budget and Payment attached as Exhibit B for satisfactory performance of the scope and range of services identified in the attached exhibits; provided, however, that in no event shall the total

compensation provided to the Agency by the City hereunder exceed the sum of **Three Hundred Thirty Four Thousand Seven Hundred Dollars (\$334,700.00)**.

Section 210. Excess Payment

If the City's total compensation to the Agency under this Agreement exceeds Agency's actual final cost of Agency's performance by either 10% or more than \$10,000, the City may unilaterally require the Agency to either 1) reimburse the City that amount of City payment in excess of 10% or \$10,000 of actual program expenditures, whichever is less, or 2) require that the Agency submit a plan stating how such excess City payments will be applied to program purposes (which plan must be approved in writing by the City and will include a report or reports on the use of such payments). The City will make all final decisions regarding how excess payment will be treated under this Section. The "actual final cost of Agency's performance" will be determined by the final program expenditure report. All payments to the Agency under this Agreement will be included in the total compensation amount subject to adjustment under this Section.

Section 220. Reports and Information

The Agency shall timely furnish the City with (a) the reports and other information required under the Goals and Objectives attached as Exhibit A-1 and the Reporting Requirements attached as Exhibit A-3; and (b) such other reports and information as may be requested by the Director related to this Agreement or the services provided hereunder with program funds, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives set forth in Exhibit A-1, Goals and Objectives. The City may withhold payments otherwise due to the Agency pending timely delivery of all such reports and information.

Section 230. Termination and Suspension

- A. For Cause: The City may terminate a Project Services Agreement if the Agency is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Neither the City nor the Agency shall be deemed in default nor be liable for damages arising from its failure to perform its obligations under any Agreement if 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 Agency's own employees; sabotage; or superior governmental regulation or control. If either party is rendered wholly or partly unable to perform its material obligations under this Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either party may terminate this Agreement upon written notice to the other.
- C. Loss of Funds: In the event that for any reason federal, state or local funds allocated to or by the City for services contracted under a Project Services Agreement are or become no longer available to the City for the purpose of conducting the program/project or compensating the Agency, the City may suspend without recourse the Agency's obligation to render services to the City and the

City's obligation to pay for further services, by providing written notice to the Agency specifying the effective period of such suspension.

- D. For City's Convenience: The City may terminate a Project Services Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Agency.
- E. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- F. Actions upon Termination: In the event of termination not the fault of the Agency, the Agency shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Project Services Agreement. The Agency agrees that this payment shall fully and adequately compensate the Agency and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of the Project Services Agreement.

III. SPECIAL CONDITIONS

Section 300.

The Agency shall comply with the following Special Conditions:

- A. In all communications with members of the public relating to work funded by the Sweetened Beverage Tax, the Agency shall include the following funding acknowledgement statement: "This work is supported by funding from the City of Seattle Sweetened Beverage Tax."
- 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, the U.S. Department of Homeland Security, Homeland Security Investigations, Enforcement and Removal Operations, Customs and Border Protection, and U.S. Citizenship and Immigration Services regarding this Agreement, the Agency shall notify the HSD Connect Line immediately at (206) 376-2797.

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 (written or oral) about City employees, residents, or workers, including any workers engaged in the work of this Agreement and recipients of services under this Agreement.

No access or information shall be provided without prior review and consent of the City. The Agency shall request the federal immigration authority to wait until a representative from the HSD Connect Line is able to verify the credentials and authority of the federal agent and direct the Agency on how to proceed

COVID-19 Provisions

As used in this Agreement, the following terms have the following meanings:

“COVID-19” means the disease caused by the novel coronavirus.

“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 Agency’s control and was not reasonably foreseeable as of the effective date of this Agreement.

The Agency 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 Agency represents that before entering into this Agreement, the Agency planned for and took into consideration governmental and public health requirements related to COVID-19. However, the City and the Agency acknowledge that the COVID-19 pandemic is an evolving situation and that future conditions, governmental orders or regulations may change or impact the Agency’s services. As a result, Agency shall not be deemed in default under this Agreement if Agency’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 Agency as a result of COVID-19 Impacts, nor shall the City be required to increase the payment or compensation to Agency under this Agreement because of COVID-19 Impacts.

Consistent with Section 360 of the Master Agency Services Agreement, the Agency shall notify the City in writing if the Agency’s 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 Agency’s performance is not possible and reinstate the services when the Agency 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.

IV. SIGNATURES

Section 400. Entire Agreement

This Agreement consists of seven (7) sections, including any Special Conditions referenced in Section 300, together with the following attached exhibits (including the Master Agency Services Agreement on file between the Agency and the City), all of which shall be maintained by the City and subject to review by the Agency. This Agreement, the Master Agency Services Agreement and the exhibits set forth below contain the entire Agreement of the parties:

- EXHIBIT A-1, GOALS AND OBJECTIVES
- EXHIBIT A-2, PERFORMANCE STANDARDS
- EXHIBIT A-3, REPORTING REQUIREMENTS
- EXHIBIT B, BUDGET AND PAYMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

AGENCY

THE CITY OF SEATTLE

By or on behalf of

By or on behalf of

Brent Jones

Helen P. Howell

Name (Typed)

Name (Typed)

**Interim Superintendent,
Seattle School District #1**

**Interim Director,
Human Services Department**

Title

Title

Date

Date

2445 3rd Avenue South

Address

Seattle, WA 98134

City, State, Zip Code

(206) 252-0222

Phone Number (Include Area Code)

superintendent@seattleschools.org

E-Mail Address (Required)

EXHIBIT A-1 GOALS AND OBJECTIVES

INTRODUCTION

The Seattle Human Services Department (HSD) connects people with resources and solutions during times of need so we can all live, learn, work, and take part in strong, healthy communities.

HSD is one of the largest contributors to Seattle's safety net, investing over \$170 million in contracts to nearly 150 community-based organizations that support our neighbors and communities each year. Approximately 400 staff further the department's role as a funder, convener, and direct service provider to achieve positive results.

The staff at HSD works every day to ensure the City's resources are being leveraged for maximum positive impact on Seattle's population. Grounded in the City's Race and Social Justice Initiative goals, HSD intentionally commits to making results-based investments that support communities of color. Our goal is that people of color do not experience disparities. Thus, we invest in innovative strategies and effective programs to address six key impact areas:

1. Preparing Youth for Success
2. Supporting Affordability and Livability
3. Addressing Homelessness
4. Promoting Public Health
5. Responding to Gender-Based Violence
6. Promoting Healthy Aging

The Youth and Family Empowerment (YFE) Division of HSD invests in programs and services that support positive outcomes for children, youth and young adults, individuals, and families. YFE has three goals for these funds: 1) Preparing youth for success, 2) supporting affordability and livability, and 3) promoting public health. To achieve these goals, YFE prioritizes funding in the following areas:

1. Preparing Youth for Success
 - Safety
 - Family Support
 - Youth Development
2. Supporting Affordability and Livability
 - Access to Services
 - Food & Nutrition
3. Promoting Public Health
 - Physical Health Care

HSD's investment in the Office of Superintendent of Public Instruction/United States Department of Agriculture (OSPI/USDA) Summer Food Service Program (SFSP) is part of a larger proactive, seamless service system investment that helps meet the basic needs of

our community's most vulnerable residents and that helps people become and remain independent.

PROGRAM DESCRIPTION

A. Service/Program Model

The City of Seattle, as a participant in the USDA's SFSP, is purchasing the preparation and delivery of breakfast, lunch and snack for children participating in the Summer Food Service Program. Free and nutritious meals are provided to program-eligible children and youth ages one to 18 in community locations in Seattle and parts of King County during the summer of 2021. The Seattle School District will deliver meals to sites as arranged with City SFSP staff; delivery will not be provided to all locations.

The Agency shall be prepared to supply approximately 12,622 breakfasts, 66,830 lunches, 1,700 shelf-stable lunches, and 33,966 snacks between July 1, 2021 and August 25, 2021, or as mutually agreed upon, but not to exceed 39 days excluding the Independence Day holiday (observed Monday, July 5th), Saturdays, and Sundays. The meals shall meet the nutritional guidelines set by the USDA.

The City will provide meal estimates one week in advance, with bi-weekly adjustments submitted to Agency Nutrition Services. The weekly order may vary substantially from the figures given as daily averages. The City reserves the right to increase or decrease the number of meals ordered for any particular day with 48-hour advanced notice. The order must be placed by 2:30 p.m. two days before delivery.

B. Participant Eligibility Requirements (* waived due to COVID-19)

1. Low-income children and youth ages one to 18 years of age;
2. At least 50% of the local children and youth are eligible for free or reduced-price meals*;
3. At least 50% of the enrolled children and youth in a specific program are eligible for free or reduced-price meals*.

C. Program Regulations and Guidelines

1. The Agency shall be responsible for all aspects of food purchasing and meal preparation. The City will monitor the performance of the meal supplier and the quality of the meals.
2. Meals shall be prepared at the Central Kitchen, 2445 3rd Avenue South, Seattle, WA 98134, between July 1, 2021 and August 25, 2021. The City reserves the right to inspect the Central Kitchen at any time, without notice, during the contract period.
3. Agency management personnel shall thoroughly train Agency personnel for the SFSP. The Agency shall provide and require its employees to possess food

handler's permits, as required by law, and shall submit evidence of compliance with all health regulations.

4. The Agency shall meet Public Health – Seattle & King County’s health and sanitation regulations for food preparation and storage. Prior to the first day of meal service, the Agency shall submit a copy of its most recent Public Health – Seattle & King County inspection report of the Central Kitchen to the City.
5. Meals shall be kept at temperatures required by the local health department until delivered by Agency drivers or until picked up by City drivers. Milk must be packaged in boxes with the meals to maintain temperature control.
6. All breakfasts, lunches and snacks furnished by the Agency will meet USDA requirements, as defined in the *USDA 2021 Summer Food Service Program Nutrition Guideline Handbook*.
7. The Agency shall purchase food that meets USDA guidelines which specify that meats, eggs, dairy products, frozen foods, fresh fruits and vegetables, canned fruits and vegetables and all other food items shall be Grade A or Grade 1, or of comparable quality.
8. The Agency shall follow menus agreed upon in this contract, with provision for making changes that are mutually agreed upon. The menus will include an appealing variety of foods. The same menu will not be repeated within a seven-day period of program operation. No pork products shall be used in any meals unless previously approved by the City Food and Food and Nutrition Unit Supervisor or designee.
9. The Agency shall assume liability for meals that:
 - do not meet meal pattern requirements of the USDA, or
 - through normal care and handling at the distribution sites, are delivered as spoiled or otherwise unwholesome.
10. The City will notify the Agency within 48-72 hours when the City has become aware of a system-wide food or delivery problem.
11. City staff will make every reasonable effort to recognize patterns of excessive damaged meals on Meal Record Forms that will be collected weekly and then notify the Agency of the damage.
12. The Agency shall record receiving any federally donated commodities and federal program-paid labor; and accrue the value of such commodities and labor to the improvement of the quality of the meals supplied through this agreement.
13. In addition to the approved menu food items, a meal will include:
 - a. A napkin;

- b. Condiment packets such as, but not limited to: salad dressing, ketchup, or mustard, as appropriate to enhance the menu; and
 - c. Eating utensils (as required).
14. A meal item will be individually packaged and wrapped in economical containers of ample size to include all daily requirements of meals. Lids must be supplied for all meal items where fluid spillover may occur.
 15. The Agency shall maintain quality control inspection to check each meal for portion size, appearance, packaging, temperature control, and quality of products.
 16. The Agency shall deliver meals to specified sites based on the weekly meal order provided by the City. The Agency shall allow the City to increase or decrease meal orders within the period of prior notice as described in this exhibit.
 17. Nutrition Services and City staff will count meals at food preparation site (Central Kitchen) prior to delivery, and the Agency will provide a daily meal count. Snacks must be bundled in units of thirty-six (36) to match the quantities in packs of juice to facilitate accurate counting.
 18. All Agency drivers must count the meals before they leave the Agency's Central Kitchen. Once meals have left the Agency's Central Kitchen, the Agency may not accept or apply credit for returned and/or unused meals.
 19. All Agency drivers must maintain a signed delivery log, signed by driver and site staff, and return it to the Central Kitchen weekly for pickup by City staff.

PERFORMANCE COMMITMENTS

By investing in Seattle School District #1's OSPI/USDA Summer Food Service Program, HSD expects to reduce hunger and improve nutrition through meal programs and food distribution by achieving the following performance commitments.

SIP Investment Area Number & Name:	
A3C: Children and Youth Summer Meal Program	
SIP Code	PERFORMANCE COMMITMENTS*
A3C1-O	4,700 unduplicated children and youth receive meals to meet their minimum nutritional needs.
A3C2-M	115,118 meals are served. Verification: Meal Record Forms and Delivery Route Sheets

*Bolded performance commitments indicate contract payment points.

EXHIBIT A-2 PERFORMANCE STANDARDS

The Agency shall carry out this Agreement in accordance with the following performance standards:

1. The City's Program Specialist, Javier Pulido, or his successor, shall be the primary HSD contact with whom the Agency will communicate regarding the progress, performance, and achievement of the contract milestones and performance commitments.
2. Aaron Smith, the Agency's lead program contact, is responsible for communicating with the City's Program Specialist regarding program progress and performance.
3. The Agency shall notify the City's Program Specialist of all staff changes affecting the program funded through this Agreement within seven (7) days of the resignation, firing or any other change. A plan for replacing the staff person including a timeline will be submitted to the City within fourteen (14) days of the resignation, firing or any other change. This will include the names of the staff involved in and/or impacted by staff changes.
4. The Agency shall maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures under the terms of this Agreement.
5. The Agency shall not require individuals who are eligible for services under the terms of this Agreement to participate in other Agency services, activities, or programs as a prerequisite to receiving services under this Agreement, including, but not limited to religious activities.
6. The Agency shall provide information and referral to other appropriate agencies if clients cannot be served by the Agency.
7. The Agency shall establish and operate according to policies and procedures that align with expectations set forth by the City of Seattle as well as any other investor and/or authority or entity (e.g. State of Washington, King County, etc.).
8. The City's Program Specialist will conduct a minimum of one annual review per contract to ensure the Agency's services are complying with contractual terms and conditions. A Monitoring Evaluation Tool will be used to inform the annual monitoring review level used by the City's Program Specialist. The City's Program Specialist will provide agencies with a list of monitoring requirements that match the level of monitoring. Specific fund sources may have additional monitoring requirements.
9. The Agency shall maintain client grievance procedures, which include how participants will be informed of their rights to resolve grievances. The Agency

shall maintain documentation of all grievances filed against the program including, but not limited to, name of the person filing the grievance, date the grievance is filed, nature of the grievance, outcome of the grievance and the date of resolution.

10. The Agency shall work cooperatively with City staff to share free and reduced-price lunch income eligibility aggregate information by location for Seattle Public School children enrolled in Summer Food Service Program sites. Refer to: Memorandum of Understanding for Release of Students' Free and Reduced-Price Meal Eligibility Status Without Parent/Guardian Consent (Attachment 3).

EXHIBIT A-3 REPORTING REQUIREMENTS

REPORTING GUIDELINES

All reports shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or not completed, invoices will be held for payment until all pending reports are received and approved.

Before payment related to this Agreement can be released, the Agency must submit a fully completed Contract Payment Authorization Form with named individuals who are authorized to sign invoices for reimbursements on behalf of the Agency for this Agreement.

All reporting documents should be submitted to the City's Program Specialist via email at javier.pulido@seattle.gov.

REQUIRED MONTHLY REPORTS

1. The Contractor's Invoice Form (Attachment 1) shall be submitted by the **tenth business day** of the month for the previous calendar month. The Agency will submit one signed electronic invoice via email to the City's Program Specialist.
2. A Daily Record of Meals Distributed (Breakfasts and Lunches) (Attachment 2) shall be submitted with each invoice. The Agency will submit one monthly report and one copy, or submit electronically with the invoice.
3. A copy of the Daily Records of Meals Distributed (Snacks) (Attachment 2a) shall be submitted with each invoice.

REQUIRED ANNUAL REPORTS

The Year-End Expenditure Report (Attachment 4) shall be submitted by **October 31, 2021** detailing all expenses allocated to this program.

OTHER DOCUMENTATION REQUIRED

Additional data related to program performance or management will also be requested for auditing or evaluation purposes.

A copy of the most recent Public Health Seattle and King County inspection report of the Agency's Central Kitchen shall be submitted prior to the first day of meal service.

**EXHIBIT B
BUDGET AND PAYMENT**

Funding for the OSPI/USDA Summer Food Service Program is made possible through revenue from the HSD General Fund, Sweetened Beverage Tax, and the Summer Food Service Program (CFDA #10.559). Budgeted funds may not be used for costs incurred prior to the beginning date of the term specified. Unspent funds from one grant period may not be carried forward to the subsequent grant period. Continued funding is contingent upon program performance and availability of funds. Changes to the unit rate for services may be made unilaterally by the City and without the need for further amendment of this Agreement. The Agency shall be notified in writing of any changes in the unit cost rates by the City of Seattle Human Services Department Director.

July 1, 2021 - June 30, 2022 BUDGET

Fund Source	July 1, 2021 - June 30, 2022
Sweetened Beverage Tax	\$8,079.00
HSD General Fund	\$90,198.00
SFSP Summer Food Service Program (CFDA #10.559)	\$236,423.00
Total 2021-2022 Budget	\$334,700.00

UNIT COST REIMBURSEMENT SCHEDULE

The City's compensation to the Agency will be based on the unit cost reimbursement schedule outlined below. Maximum reimbursable amounts are based on the total contract budget. Some rounding or adjustment may occur and in cases where the quantity multiplied by the compensation rate is greater than the maximum reimbursable amount, compensation shall not exceed the maximum reimbursable amount indicated.

Item	Contracted Quantity/ Unit	Compensation per Unit	Total Reimbursable Amount
Breakfast	12,622	\$2.38	\$30,040.00
Lunch	66,830	\$3.95	\$263,979.00
Lunch (shelf-stable)	1,700	\$3.95	\$6,715.00
Snack	33,966	\$1.00	\$33,966.00
Maximum Compensation	115,118		\$334,700.00

City of Seattle – Human Services Department
Contractor's Invoice Form – Unit Cost Reimbursement

Program Specialist: Javier Pulido	Division: Youth and Family Empowerment	Phone: (206) 615-0997	Contract #: DA21-1049	Contract Period: 7/1/2021 - 6/30/2022	Invoice #:	Invoice Period:
Contractor's Name: Seattle School District #1		Contractor's Address: 2445 3rd Avenue South Seattle, WA 98134		Project Name: OSPI/USDA Summer Food Service Program		Contact Person & Phone #: Jodi Thomas, (206) 252-0682

Quantity	Description	Rate	Total Cost
	Breakfast	\$2.38	\$
	Lunch	\$3.95	\$
	Lunch (shelf-stable)	\$3.95	
	Snack	\$1.00	\$
Subtotal			\$
Adjustments (+/-)			\$
Net Amount of Request			\$

Fund Source	Total
HSD General Fund, Sweetened Beverage Tax, Summer Food Service Program (CFDA #10.559)	
Contract Budget	\$334,700.00
Less PRIOR Reimbursement	
Less Net Amount of This Request	
Equals Contract Balance	

INVOICE CERTIFICATION - I, the undersigned, do hereby certify under penalty of perjury under the laws of The State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of Seattle, and that I am authorized to authenticate and certify to said claim.

Print Name: _____ Authorized Signature: _____ Date: _____

HSD Program Specialist Certification		HSD Finance Analyst Certification	
Signature: _____	Appropriation #: _____	Examiner's Signature: _____	
Date: _____	Amount to be Paid: _____	Date: _____	

SUMMER FOOD SERVICE PROGRAM

Daily Record of Meal Distributed (Snacks)

Counted at Seattle Public Schools Food Service Kitchen before delivery to sites

Week: _____ City of Seattle, HSD
Summer Food Service Program

COPIES: Original to SPS for Attachment to billing
Copy #1 to SPS for their records
Copy #2 to agent of City for City's records

Date:			
Route or Agency Name	Number of snacks	Driver's Signature	Kitchen Signature
Totals:			

Date:				Date:			
Route or Agency Name	Number of Snacks	Driver's Signature	Kitchen Signature	Route or Agency Name	Number of Snacks	Driver's Signature	Kitchen Signature
Totals:							

Date:				Date:			
Route or Agency Name	Number of Snacks	Driver's Signature	Kitchen Signature	Route or Agency Name	Number of Snacks	Driver's Signature	Kitchen Signature
Totals:							

**Memorandum of Understanding for
Release of Student’s Free and Reduced-Price Meal Eligibility
Status without Parent/Guardian Consent**

This memo of understanding is between The Seattle School District #1, an agency that makes free and reduced-price meal or free milk eligibility, and the City of Seattle, the agency participating in the Summer Food Service Program, for the purpose of transferring child eligibility information in accordance with the National School Lunch Act (NSLA).

The District will provide aggregate information on free/reduced-price eligibility by location upon request from the City of Seattle.

We the undersigned agree to the foregoing terms and conditions:

Seattle School District #1

Recipient Agency

City of Seattle,
Human Services Department

Determining Agency

Signature, Authorized Representative

Brent Jones, Interim Superintendent
Seattle School District #1

Name and Title of Authorized Representative

Signature, Authorized Representative

Helen P. Howell, Interim Director
Human Services Department

Name and Title of Authorized Representative

Date

Date

