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| Check Appropriate Box Below |  |
| We did not change this sample: | X |
| We changed this sample and highlighted our changes: | |

Return a signed copy through one of the following methods:

- Upload to CNIPS in "Checklist Items"
- E-mail to: SFSCONTRACTS@cde.ca.gov
- Fax to: 916-445-5731
- Postal mail to:
School Food Service Contracts Unit
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95816

INTERAGENCY AGREEMENT

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

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| Name of SFA: CALEXICO UNIFIED SCHOOL DISTRICT | |
| CNIPS ID: 01335-SN-13-PSD | Vendor Number: 630900 |
| Name of Recipient School/Agency: ICOE/CALEXICO ACADEMY SCHOOL | |
| CNIPS ID (if applicable): | Vendor Number (if applicable): |
| If the Recipient School/Agency was previously operating under the Permanent Single Agreement of another SFA, identify the full name of that SFA below. | |
| SFA: | CNIPS ID: Vendor Number: |

This Agreement begins on July 1, 2019 and ends on June 30, 2020 (Note: Must not exceed one year term; no extensions [e.g., July 1, 2016, to June 30, 2017]).

The undersigned hereby agree to all terms and conditions of this Interagency Agreement:

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| Name and Title of SFA Official: Cesar L Vega, Assistant Superintendent of Business Services | | Phone Number: 760-768-3937 |
| Signature of SFA Official: | Date: | Fax Number: 760-768-3889 |
| E-mail Address: cvega@cusdk12.org | | |
| Name and Title of Recipient School or Agency Official: Amanda Brooke, Deputy Superintendent | | Phone Number: 760-312-6581 |
| Signature of Recipient School or Agency Official: | Date: | Fax Number: 760-312-5580 |
| E-mail Address: amanda.brooke@icoe.org | | |

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on February 26, 2019 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

- x Lunches served under the:
 - x National School Lunch Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food Service Program
- x Breakfasts served under the:
 - x School Breakfast Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food Service Program
- Snacks served under the:
 - National School Lunch Program
 - Child and Adult Care Food Program
- Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

- (1) If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.
- (2) The **SFA** will represent the **Recipient** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Recipient's** meal program(s). The **SFA** will only claim reimbursement for complete meals or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.
- (3) Once approved by the CDE, **the term of this Agreement is one (1) year** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **SFA** will provide a written notice of termination to the CDE NSD.

- (4) The **SFA** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Recipient**. The **SFA** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.
- (5) The **SFA** (enter **SFA** or **Recipient**) will perform the point-of-service meal counts. The **SFA** will provide training as necessary to the **Recipient's** staff regarding point-of-service meal counts and completion of all required documents; however, the **SFA** will ultimately be responsible for meal counts and claiming accountability.
- (6) The **SFA** will perform the required daily and monthly meal count edit checks.
- (7) The **SFA** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the **Recipient** of its findings and any needed changes.
- (8) The **SFA** will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
- (9) The **SFA** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.
- (10) The **SFA** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
- (11) The **SFA** will prepare meals and snacks in the William Moreno Jr. High kitchen located at 1202 Kloke Road, Calexico, Ca 92231. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) The **Recipient** will notify the **SFA** of the number of meals and snacks needed no later than 9:30 AM each day. The **SFA** is not obligated to provide any meals on days when the **SFA** is not open for business.
- (13) The **SFA** will provide all equipment necessary to prepare meals.
- (14) The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
- (15) All meals, including those for field trips, will be (choose one):
 - a. Transported from the **SFA** to the **Recipient**
 - b. Picked up by the **Recipient** from the **SFA**

Prepared meals will be available for transport or pickup no later than:

Breakfast: 7:30 AM

Lunch: 11:30 AM

Snacks: N/A

- (16) The **SFA** will store all food, including USDA Foods.
- (17) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (18) The **Recipient** will return on a daily basis any and all equipment owned by the **SFA**.
- (19) The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
- (20) No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
- (21) The **SFA** will submit to the **Recipient** itemized invoices for meals and snacks provided by the **SFA**. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state and federal reimbursements. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the last day of the following month.
- (22) When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least five working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
- (23) The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.
- (24) The **Recipient** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
- (25) The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000 for each

occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this amount, naming the **SFA** as an additional insured, and specifying that the coverage will not be canceled or modified without 30 (thirty) days prior written notice to the **SFA**.

- (26) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.
- (27) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

| CDE Use Only | |
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| This Interagency Agreement is <input type="checkbox"/> Denied <input type="checkbox"/> Approved | Processing Steps: <input type="checkbox"/> Enter note in CNIPS _____ (Date) |
| Name of Nutrition Services Division Representative _____ Title _____ | <input type="checkbox"/> Signed copy faxed to school or agency _____ (Date) |
| Signature of Nutrition Services Division Representative _____ Date _____ | <input type="checkbox"/> Original sent to permanent file _____ (Date) |