

**Participant District:** \_\_\_\_\_

Please check (✓) your response:

	We plan to CONTINUE membership with Super Co-Op JPA for SY2023-24.
	We do NOT plan to continue membership with Super Co-Op JPA for SY2023-24. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead District of the Super Co-Op Joint Powers Authority and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts and Participant Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead District is assigned control of the Participant District’s fair share of USDA Foods entitlement for SY2023-24. The Lead District is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of Participant.
3. Lead District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of Participant. Participant is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to Participant District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2023-24 Fees:

Membership Fees are paid by Participant District directly to the Lead District, billed in July 2023.

Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.

State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.

Delivery fees as per member district selected distributors.

All fees are subject to change, as approved by the Super Co-Op JPA Board of Directors.

Participant District agrees to remit all Super Co-Op JPA fees promptly upon receipt of invoice.

6. Participant District agrees to abide by the current Super Co-Op JPA Governing Rules, bylaws, conflict of interest cost and code of conduct, Brown Box Storage Policy, and other rules or policies as approved by the Board of Directors.
7. Should a loss of USDA Foods being held for the Participant District occur, due to/ but not limited to theft, spoilage, etc., the Lead District is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Participant District and Lead District shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
8. Participant District shall respond to pre-planners and offerings promptly.
9. Participant District shall read all correspondence from the Super Co-Op JPA and respond promptly as indicated.
10. Participant District shall maintain accurate contact information with the Super Co-Op JPA to assure proper routing of invoices and correspondence.
11. Participant District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
12. Participant District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
13. In the event of a change in Lead District, this Agreement shall convey to the new Lead District.
14. Termination of the Assignment of USDA Foods shall be made in writing to the Lead District no later than December 10 to take effect the following June 30.
15. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	
Title	
Telephone	
Email	

Accounts Payable Contact	
Name	
Title	
Telephone	
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

16. Each individual executing this Annual Renewal of Services on behalf of Participant District represents, for the benefit of Lead District, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Participant District.
17. Lead District and Participant District acknowledge that this Annual Renewal of Services is subject to approval by the Participant District's Board and this Annual Renewal of Services shall not be effective until after the Participant District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Participant District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on \_\_\_\_\_, 20\_\_.

Participant District	
Signature	
Print Name	
Title	
Date	

Lead District	San Mateo-Foster City School District
Signature	
Print Name	Fran Debost
Title	Director Child Nutrition Services
Date	

**Return signed copy by December 1, 2022** to Leylany Marquez at lmarquez@smfc.k12.ca.us. A signed copy will be returned to you.

Fran Debost  
fdebost@smfc.k12.ca.us  
San Mateo-Foster City School District  
1170 Chess Drive, Foster City, CA 94404  
Phone (650) 312-7201