

FOOD SERVICE AGREEMENT

FOR SCHOOLS THAT THAVE THEIR OWN KITCHEN LICENSE FROM THE COUNTY OF LOS ANGELES, VENTURA OR SANTA BARBARA DEPARTMENT OF PUBLIC OR ENVIRONMENTAL HEALTH

SCHOOL KITCHEN USED

This agreement is entered into on _____ day of _____, 20_____, by and between _____ [name of School] (“School”) and _____ [name of Food Service Provider/Caterer] (“Company”).

THE FOLLOWING SPECIFIC TERMS ARE NEGOTIABLE:

School and Company agree to the following specific contract terms:

1. Company will provide _____ [breakfast/lunch/snacks] to students [and staff] _____ days per week.
 - a. Meals will be served at the following times:

Breakfast from _____ to _____
Snacks from _____ to _____
Lunch from _____ to _____
 - b. Beverages are/are not included in meals.
 - c. Food shall be healthful and freshly prepared daily on-site in the School kitchen facilities and served on School premises unless otherwise agreed to by School.
 - d. Company’s School-approved menu and price list are attached as Appendix A.
 - e. All proceeds arising from food service under this Agreement will be handled by Company. The term “proceeds” is defined as gross receipts of every kind and nature from food service sales made in, upon, or from the premises.
 - (1) Company must account for its financial operations on a monthly/quarterly basis and submit written financial statements (including income statement) to School for review of the _____ day after the end of the month/quarter.



- (2) Company shall pay to School the sum of \$ _____ on _____ [insert date(s) or payment schedule].
- (3) School will reimburse Company \$ _____ per meal for lunches provided to School faculty/staff/guests [select as appropriate].
- f. Company agrees to cater _____ free campus events for _____ persons. Scheduling of these events will request at least _____ weeks prior notice. The events include luncheons, which will take place during school hours. The events menu will be as follows: _____ [insert menu items].
- g. Company agrees to employ _____ and _____ for services under this Agreement [insert names, if appropriate].
2. If the Company wishes to store food on the School premises it shall provide and maintain its own lockable storage equipment or appliances, including refrigeration or freezer units, that meet all applicable food storage requirements for commercial food operations. The on-site equipment or appliances may not be shared by any non-Company persons or entities.
3. If Company uses the School kitchen facilities to prepare (re)heat or assemble food, it shall maintain the cleanliness of the kitchen facilities. This includes, but is not limited to:
- a. Cleaning the stove/oven daily and thoroughly cleaning the stove/oven monthly.
 - b. Properly and legally disposing of any and all grease.
 - c. Daily disinfecting all counters, sinks and floors.
 - d. Cleaning the fronts and sides of cabinets and counters.
 - e. Cleaning refrigerators inside once a week (Fridays).
 - f. Daily mopping and sweeping.
 - g. Clearing all drains within the kitchen facilities on an as needed basis.
 - h. Making all repairs to kitchen facilities and equipment.
- School personnel shall conduct monthly inspection of the kitchen facilities and equipment to ensure contractual standards are met.
4. Company shall be responsible for all costs necessary for the performance of this Agreement, including, but not limited to, the following.
- a. Purchasing and paying for all supplies and necessary items for food service including all food, cleaning and cooking supplies, utensils, uniforms, linens, etc.



- b. Paying for all support services for the operation of this Agreement including, but not limited to, labor costs, travel costs, accounting costs, taxes, menu planning costs, advertising costs, office supplies, postage, training and development.
- c. Paying for utilities (electricity, gas, water, trash removal, telephone service), regular maintenance and repair of the school kitchen facilities based on its percentage of use of the kitchen facilities during the term of this Agreement. Percentage use is calculated as:
 - (i) The number of days during the calendar year the kitchen facilities are used by Company; for purposes of this Agreement that percentage is _____% (x number of days divided by 365 x 100) or
 - (ii) The number of days during the school year the kitchen facilities are used by Company; for purposes of this agreement that percentage is _____% (x number of days divided by number of days in school year).
- d. Implementing and promoting a recycling program for paper, aluminum and plastics, and maintaining segregated garbage.



THE FOLLOWING TERMS ARE NON-NEGOTIABLE:

GENERAL TERMS

5. The Term of the Agreement is one school year beginning _____, 20____ and ending on _____, 20____. Either party may terminate this Agreement for any reason by giving thirty (30) days' notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated, food products belonging to Company will be removed from the premises, unless other arrangements are agreed upon.
6. During the Term of this Agreement School grants Company, as an independent contractor/third party vendor, the right to provide food service for School students, employees and guests. Company agrees to operate food service as set forth below for the use of School students, employees and guests and to procure, prepare and serve meals at its own expense during the term of this Agreement.
 - a. Company shall be responsible for collecting all necessary taxes, and reporting any paying them to the appropriate government offices.
 - b. Ensuring that all licenses required by local, county, state and federal agencies as they pertain to the legal operation of the premises as a food service are maintained, including the School's license to operate the kitchen facilities.
 - c. Complying with all city, county, state and federal laws, ordinances and regulations, including those relative to the performance of this Agreement, and procuring and paying for all its necessary licenses and permits.
7. To the fullest extent permitted by law, Company shall indemnify and hold harmless School, the Roman Catholic Archbishop of Los Angeles, a corporation sole, the Archdiocese of Los Angeles Education & Welfare Corporation, their agents and employees, ("Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and experts' fees, arising out of or resulting from the performance of this Agreement, including any such claims, damages, loss or expense attributable to bodily injury, sickness, food poisoning, disease or death, discrimination and harassment, libel, defamation, slander, or injury to or destruction of tangible property, including loss of use resulting from such actions, to the extent caused in whole or in part by negligent or intentional acts or omissions of Company, anyone directly or indirectly employed by Company or anyone for whose acts Company may be liable regardless of whether or not such claim, damage, loss, or expense is caused in part by Indemnified Parties, excluding such claims, damages, losses or expenses that are caused by the sole negligence or willful misconduct of Indemnified Parties.



8. During the entire term of this contract, Company, at its sole cost and expense, shall obtain and keep in force policies of commercial general liability insurance with a carrier admitted in the State of California (“Insuring Company”), against any liability arising out of any act, omission or alleged act or omission of Company, or any of its employees, agents or independent contractors, including but not limited to property damage, including loss of use, personal or bodily injury, contractual liability, discrimination and harassment, false imprisonment and arrest, defamation and slander, and automotive liability. The amount of such insurance shall be at least two million dollars (\$2,000,000) per occurrence and in the aggregate. The general liability policy shall include fire liability, product and completed operations coverage in the amount of one million dollars (\$1,000,000) per occurrence. The Comprehensive General Liability Policy must contain the following endorsements: (a) The Roman Catholic Archbishop of Los Angeles, a corporation sole, the Archdiocese of Los Angeles, Education & Welfare Corporation, and School shall be named as additional insureds (“Insured Parties”). (b) All policies of insurance carried by Company shall be primary and any insurance carried by Insured Parties shall be excess and non-contributory.
9. Company shall also obtain and keep in force during the entire term of this agreement a policy of workers’ compensation insurance, employers’ liability insurance, and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. The limit shall not be less than one million dollars (\$1,000,000). Said policies shall be specifically endorsed to provide a waiver of subrogation as against Insured Parties. Current certificates of insurance for commercial general liability, workers’ compensation, and employers’ liability, along with all additional insured endorsements, are to be filed with the School prior to the commencement of any work or services pursuant to this Agreement.
10. Company will not have the exclusive right to cater on the premises. Other companies may be used by School for occasional catering needs. Such outside companies shall have access to the cafeteria, kitchen facilities, and kitchen equipment that is not reserved for exclusive Company use for their service.
11. Company agrees to allow School and Church to use the kitchen facilities for any function School and Church deem necessary, other than services provided by Company pursuant to this Agreement (“Mixed Use”).
12. Company shall not be responsible for any sickness or injuries occurring as a result of misuse of the kitchen facilities or mishandling of food by School, Church or other third parties. School and Company shall adhere to the Food Handling Instructions for the School/Parish Kitchen attached as Appendix B for maintaining sanitary food storage and cleanliness of the food facility in connection with any Mixed Use.
13. In the event that Company fails to maintain and keep in force the insurance specified herein, or in the event Company shall fail to carry out and comply with any of the other remaining covenants, conditions and agreements to be performed by it hereunder, or to comply with any regulation adopted by School in respect hereto, or is otherwise in default, School may



notify Company of such failure or default and demand that the same be remedied within five (5) working days; and, in the event of the failure of Company to remedy the same within said period, School shall thereupon have the right to cancel and terminate this Agreement without further notice.

14. All authorized representatives of the School shall have full right of access to all portions of the food service at all reasonable times.
15. At all times herein mentioned, Company and its employees shall be considered independent contractors and not employees or agents of School. Nothing in this Agreement shall be construed to create a partnership or joint venture. Company may not assign this Agreement to any other person or entity without the express written consent of School. All of Company employees will be in Company uniform during work hours. Company will use the kitchen only when its use is related to the contracted services. Keys issued to Company will not be duplicated for any reason.
16. Company shall have sole responsibility for ensuring its compliance with all laws, regulations, judicial or administrative orders and ordinances (“Laws”) governing its conduct and the conduct of its employees, agents and representatives, including Laws requiring licensing of Company, and Laws with respect to contact with minors, background checks, fingerprinting and permitting, or otherwise allowing any conduct or activity on the premises of the School or in the presence of minors. Company shall indemnify and hold harmless the School against any claims, loss, cost expense (including attorney’s fees and expenses), damage or action arising from any failure to comply with these obligations. Company shall provide copies of all documents verifying that required background investigations with fingerprint clearance of all employees have been conducted. Company employees shall also attend VIRTUS training through School.
17. Company policy shall be to maintain the highest ethical relationships with its customers, employees, suppliers and competitors. In maintaining such relationships, Company will not discriminate in any of its activities because of race, color, sex, age or national origin. School has the right to require Company employees to respect the tenets and values of the Roman Catholic Church.
18. Company will submit its menu and pricing to the School for approval. Company will also periodically submit to the School requests for menu price increases or menu changes, which, when requested, will not be unreasonably denied. If there is a reasonable complaint about the type or quality of food, Company will have five (5) days to cure such problem after receiving proper notice from School.
19. If the Company requires modifications to the School kitchen facilities to comply with the terms and conditions of this agreement, it will be responsible for the related construction costs and will specify and provide the necessary equipment. Of this equipment, any installed permanently will become the property of the School upon installation.



20. Company agrees that any technical or business information, employee conversations overheard on School's premises, the contents of voice mail, electronic mail, and facsimile mail message, personal and extension telephone numbers, student information, internal memoranda, personal and business letters, as well as any documents in a manner to indicate that it is proprietary or confidential, shall be kept in confidence by Company except for any such information that is rightfully obtained by Company free of any obligation to keep in confidence, becomes generally known to the public through acts not attributable to Company, or is independently developed by Company.
21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns, and personal representatives.
22. The construction interpretation and performance of this Agreement shall be governed by the laws of the State of California, with venue in the County in which the School is located.
23. Each provision required by law is deemed inserted into this Agreement. If any such provision is omitted or incorrectly inserted, then upon application of either party the Agreement shall be corrected.
24. This Agreement is the entire agreement between the parties with respect to the products and services provided hereunder and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be amended except by a subsequent written agreement signed by the authorized representatives.

Name of Company

Name of School

By:

By:

Its:

Its:

Date

Date



APPENDIX A

[Insert menu and price list]



APPENDIX B

[See next page]



FOOD HANDLING INSTRUCTIONS FOR THE SCHOOL/PARISH KITCHEN

The following instructions apply to all staff and group users of the School/Parish kitchen facility. Read them carefully before using the kitchen. Please report any violations of these instructions to the School/Parish Certified Food Handler, _____ at _____. Thank you for your cooperation.

SAFE FOOD SOURCES

1. Home-processed or home-cooked foods should be prepared according to the food preparation, handling and storage instructions described below.
2. Know where foods come from (reputable distributor, supplier, manufacturer).
3. Inspect food supplies when delivered for temperature, swelled or damaged cans and packages, odor, visible mold, insect infestation, etc. Discard spoiled or contaminated food.
4. Make sure eggs are intact, not expired, and are refrigerated; liquid eggs should be pasteurized and refrigerated.

DRY STORAGE (food, equipment, supplies)

1. If you store food in the facility, rotate stock, "first-in, first-out" (FIFO); create some system, such as dating.
2. Store food at least six (6) inches off the floor.
3. Loose and unwrapped food, or food where original package has been broken, should be stored in pest proof containers or tied plastic bags, properly identified (labeled).
4. Area should be cool, well ventilated, well lit, and well maintained; kept clean, neat and orderly.
5. Keep foods and all toxic chemicals separate and in well-marked cabinets.
6. Clean spilled food off shelves or floor immediately.

REFRIGERATION STORAGE

1. Keep food temperatures at 41 degrees F or below: thermometer in every unit, checked frequently.
2. Store potentially hazardous food in "chill-able" quantities (i.e. shallow containers or small portions) and uncovered while food is still warm (cover food when cooled to below 41 degrees F).
3. Storage practices on shelving should allow for adequate air circulation: use open wired shelves rather than solid (not covered with foil).
4. Store raw food separate and below prepared food; it's better to store raw food in separate unit if available.
5. Store food to allow adequate air circulation; do not pack too tightly. Store food at least six (6) inches off floor; do not stack containers.
6. Store food in a manner to permit "first-in, first-out" rotation.
7. Clean units frequently, at least weekly, to prevent dirt and germs from accumulating.
8. Cover foods to protect from drippings, odors, drying out.
9. Refrigerate leftovers as soon as possible; throw away food not going to be used.

FREEZER STORAGE (walk-in and reach-in)

1. Keep the temperature at 0 degrees F or below; thermometer in each unit, checked frequently.
2. All food containers must be covered. Wrap all food well to prevent freezer burn.



3. Store food to allow adequate air circulation; do not pack too tightly.
4. Do not store food on the floor of a walk-in refrigerator.
5. The school/parish should defrost the freezer routinely to eliminate ice buildup.
6. Keep units clean, free of debris.
7. Rotate foods to permit "first-in, first-out".

PERSONAL HYGIENE

1. Keep your hands clean. Wash as frequently as necessary. Wash with warm, soapy water, using friction action, and dry with paper towels or air dryer.
2. Always wash hands:
 - After using toilet facilities
 - Between handling raw and cooked foods to avoid cross contamination
 - After blowing your nose, sneezing, or coughing
 - After smoking, eating, drinking, or taking any break
 - After touching your face, hair (including a beard or moustache), or any unwashed body part
 After any other activity that could potentially contaminate your hands.
3. Keep fingernails clean and well-trimmed.
4. Wear clean clothes; use a clean apron.
5. Keep hair neat and clean; use hair restraints (caps/hairnets). No loose, long hair. Keep beards and moustaches trimmed.
6. No **SMOKING** or **EATING** in food preparation, serving or storage areas; use designated areas.
7. No rings (except wedding band) or jewelry on hands or wrists.
8. Minimize handling of food (including ice); use utensils or plastic gloves to eliminate unnecessary hand contact with prepared foods (example: do not mix salad by hand).
9. If sick (especially with diarrhea, sore throat and/or sneezing and coughing), stay at home or go home.
10. Do not work in food preparation if a hand injury has resulted in a wound, infected cut or burn.

FOOD PREPARATION, HANDLING, HOLDING

1. Keep potentially hazardous food cold (below 41 degrees F.) or hot (above 135 degrees F.) – do not hold at room temperature, except during necessary preparation (should not exceed 2 hours).
2. Prepare foods on clean, sanitized surfaces, with clean, sanitized equipment and utensils.
3. Defrost food properly - under refrigeration, briefly under cool running water, in a microwave oven, or during cooking; do not leave foods to defrost at room temperature.
4. Wash fruits and vegetables prior to preparation.
5. Cover or protect foods from contamination (dust, sneezing, coughing).
6. Do not prepare raw, cooked or ready-to-serve food on same work surface(s) (e.g., cutting board) without proper cleaning and sanitizing between uses.
7. Clean and sanitize preparation equipment (slicers, grinders, knives, mixers) and food contact surfaces between uses.
8. Thoroughly cook all potentially hazardous foods to proper temperatures; check temperature with a probe thermometer.
9. Reheat all potentially hazardous foods quickly to 165 degrees F; *do not* use warming equipment or steam tables to do this; check temperature with a probe thermometer.
10. Microwaves tend to cook unevenly; so stir the food or food container and check temperature. Cooking temperatures should be +15 degrees hotter than required temperatures.

SERVING GUESTS

1. Serve foods on clean and sanitized dishware, handled properly.
2. Use appropriate utensils such as a serving spoon or fork, tongs or spatula to serve foods.
3. Keep dining area clean.
4. Clean the cloths used to wipe tables in separate sanitizing solution.
5. Monitor self-serve areas:



- Keep condiment area kept clean, wipe up spills
- Clean milk dispenser area and spills wiped up as necessary
- Supervise salad bar or buffet display, for sanitation and food temperatures
- Display a sign in salad bar or buffet area stating:
 - guests may not use their hands; and
 - smoking is prohibited in the salad bar or buffet display area and adjacent areas.

CLEANING EQUIPMENT AND FACILITY

1. A planned sanitary maintenance program is crucial for good sanitation control. Each kitchen will have a somewhat different cleaning schedule depending on equipment use, amount of equipment, and volume of use. The school/parish should develop (and post) a cleaning (and sanitizing) schedule stating:
 - What is to be cleaned
 - Who is to do the cleaning
 - When to clean (frequency; daily, weekly, monthly)
 - How to clean (equipment and supplies to clean floors, hoods and filters, slicers, food-contact surfaces, etc.).
2. Cleaning equipment and supplies must be stored separately from food.
3. Wiping cloths must be kept clean, stored in a sanitizing solution; use of sponges is not recommended.
4. Clean up spills immediately. Cleaning as you go is desirable because:
 - Food soil is difficult to clean when dry
 - Spills can attract pests (roaches, flies, rodents)
 - Floors can get slippery (safety hazard)
 - The surrounding floor area may be tracked up.
5. Regular and adequate cleaning (housekeeping) of a facility promotes a sanitary physical plant and equipment used.

PEST CONTROL (ROACHES, FLIES, RODENTS)

1. Keep garbage containers clean (use plastic bag liners) and covered when not in continuous use.
2. Deprive pests of food and shelter by following food protection and sanitation practices:
 - Keep areas clean
 - Keep foods covered
 - Seal all junctures of walls and equipment when there is insufficient space for easy cleaning behind or between equipment (good hiding place for roaches).
3. Prevent entry:
 - Keep doors and windows tight-fitting and shut; do not allow door cracks greater than 1/4 inch to exclude rodents
 - Make doors self-closing when possible
 - Provide screens that are tight-fitting and in good repair, with screening less than 16 mesh to the inch being used
 - Keep water in waste drains (special problem in winter where humidity is low) to keep out rodents and roaches
4. Be aware of pest indicators:
 - Droppings of roaches and rodents
 - Tracks and rubmarks of rodents along the floor and wall juncture.
5. Extermination should be planned with a licensed pest control personnel on a routine basis; no chemicals should be used by food service personnel for pest control activity.
6. For fly control, "fly paper" (non-chemical) could be used outside only (away from food). No chemical resin strips are to be used. Air curtains, UV traps, and close-fitting, self-closing doors are also helpful.



DISHWASHING

1. Mechanical

- a. Pre-scrape and pre-rinse dishes and utensils.
- b. Wash temperature should be approximately 140 - 160 degrees F.
- c. Do not overload or rack improperly.
- d. Spray arms should be kept free of food particles and other obstructions; keep pumps operating properly.
- e. Temperature and pressure gauges must be working.
- f. Clean unit at least daily or more often as needed.
- g. Remove cookware, utensils and dishes from racks and sort in a sanitary manner.
- h. Air dry cookware, utensils and dishes – do not towel dry.
- i. If you use a high temperature sanitizing unit, rinse temperature should be a minimum of 180 degrees F.
- j. If you use a chemical sanitizing unit, obtain sanitizer test strips to monitor the solution strength of the rinse cycle.
- k. Air dry - do not use towels.

2. Manual

- a. Pre-scrape and pre-rinse.
- b. Wash - use a good detergent; wash water should be at 110 - 120 degrees F.
- c. Rinse thoroughly with clear hot water.
- d. Sanitize - hot water at 180 degrees F or use an approved chemical (chlorine, iodine, or quaternary ammonium at the proper concentrations for the proper length of time.
- e. Air dry - do not use towels.

FAILURE OF EQUIPMENT

1. Close the kitchen and eating area if:
 - You experience an extended electrical outage
 - The kitchen loses its water supply (or you experience extended water supply problems)
 - Sewage or waste water backs up
 - You discover an extreme, out-of-control pest infestation.
2. Be sure an ample supply of disposable dishware and utensils are on hand in case of dishwasher problems.
3. Notify health authorities; get advice and/or ask for help.

TRAINING

The Los Angeles County Department of Health Services maintains a listing of approved food handlers training providers whose courses have met the requirements of the Los Angeles County Code. Contact the Certified Food Handler Program at (626) 430-5320 to obtain the listing.

