

FOOD SERVICE CONTRACT AGREEMENT

This Agreement is made by and between the City of Hutchins, Texas, a Type A general law municipality (hereinafter referred to as the "City") and **The Chocolate Mint Foundation**, (hereinafter referred to as the "Provider") for **Meal Services**, (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents.

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, any other amendments hereto executed by the parties hereafter, together with the following (if any): **None**.

ARTICLE 2: TERM

The contract shall commence on **October 1, 2024** and continue through **September 30, 2025**. Any price increase before the completion of the term, must be justified and documentation submitted. Both parties must be in agreement to any price increases.

ARTICLE 3: PAYMENT

Provider shall be reimbursed \$5.75 per meal delivered. Provider shall be paid per invoice. Payment terms are Net 10 calendar days. Provider shall only bill for the stated number of meals ordered each day plus any additional supplies ordered and transportation cost.

ARTICLE 4: NOTICE

All notices required by this Contract shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery.

CITY:

City of Hutchins
City Manager
321 N. Main St
Hutchins, TX 75141

PROVIDER:

The Chocolate Mint Foundation
Jammy Green
1604 Falcon Drive
Desoto, TX 75115

ARTICLE 5: TERMINATION

Termination Without Cause – Either party may terminate this contract at any time upon thirty (30) days prior written notice to the other of the intention to terminate this Contract.

Termination With Cause – In the event either party breaches a material provision of this contract, the non-breaching party shall give the other party notice of such cause. In the event the cause is not remedied within ten (10) days the other party shall have the right to terminate the contract upon expiration of the remedy period.

ARTICLE 6: SCOPE OF SERVICE

General

Provider shall furnish meals for the City of Hutchins. The Provider shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, maintaining the operation at a high standard, do all buying and record-keeping, including payrolls. Provider agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City within three (3) days of receipt. The provider must maintain recipe files for all menu items for inspection by Dallas Area Agency on Aging (DAAA) or by either city.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes.

Provider agrees that all employees must have a valid food handler's certificate (or that there will be on-site a Food Service Manager) from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

Locations

All meals shall be prepared and delivered by Provider to the site location listed below.

City of Hutchins 500 W. Hickman Street, Hutchins, TX 75141

Meal Schedule

City requests 35 meals daily, Monday-Friday. Please notify provider 48 hours in advance if the number of meals increase.

Food must be delivered by 10:30 AM and no earlier than 10:00 AM.

Food must be delivered in foil pans.

Lunch is provided and served daily at 12:00 PM, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	July 4th

Floating 1 – Day (To be designated by City w/ 30 days notice)

Food Quality Standards

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat milk shall be used and delivered in individual ½ pint servings. Shelf Stable milk acceptable.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. Menu options will excluded Shellfish (Lobster, Shrimp, Crab) due to documented allergies amongst the City of Hutchins Senior participants.
8. Dessert options not cooked and prepared by the provider will have a best by or expiration date clearly attached.

9. No salt or pepper shall be added to the food following its preparation. City shall provide iodized salt and black pepper for seasoning during food consumption.
10. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
11. Provider shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
12. Provider shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Provider shall use proper transport equipment to maintain the necessary holding temperatures.
13. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of milk.
14. One-half cup serving of vegetable or fruit may be mixed with entrée or as part of the soup or salad.
15. Whole grain or enriched bread is an alternate for bread.
16. Provider shall provide condiments and "extras" suitable for elderly consumers.
17. Provider shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.
18. The following are prohibited:
 - a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat alternative for entree or as a vegetable but not both.
 - b. Juice or fruit used as a desert, may not be counted toward the two servings of vegetable/fruit.
 - c. Juice is not acceptable as a desert.
 - d. Gelatin deserts must contain fruit. Fruits and vegetable in a gelatin may be counted only as 1/4 cup of the fruit/vegetable requirements.
 - e. No meal will include more than three high starch items.
 - f. Deviations from the standard menu pattern that are nutritionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
 - i. Ethnic, cultural, and regional menus may deviate from the standard menu pattern once per week.
 - ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary during an emergency.
 - iii. Holiday meals may deviate from the standard menu pattern as necessary.

Inspection

City may inspect Provider's food service facilities, at any time, to determine compliance with this contract.

Menu

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older.
2. The City will review and approve meal cycle.
3. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be submitted to City for approval prior to implementation.
4. Menus shall be jointly reviewed and agreed upon monthly by City and Provider.

Reports

Provider shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

Special Requests

City shall give Provider 48-hour notice when City desires a box lunch or (5) days for a holiday gift pack.

Provider Employees

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

Additional Contract Requirements

The provider must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the Texas Department of Aging and Disability Services and the Dallas Area Agency on Aging. Such items include Public Law 100-175 and Title III C-i of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29, 1988 and signed June, 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

The provider will provide a designated manager who will devote the necessary time and effort required to ensure the execution and maintenance of the contract. The designated manager and at least one employee responsible for meal production must be a Certified Food Service Manager **(or equivalent outside the State of Texas)**.

The provider will select, purchase, and prepare food following menus approved by **DAAA**.

All meals must be of the highest possible quality and appealing in appearance and taste.

The provider will assure that food-handling **(cooking & storage)** methods will maintain the quality and safety of foods.

The provider must meet local and State Health Regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the State Department of Health or County Health Departments. All planning, preparation, handling, and serving of meals must comply with applicable Texas Food Establishment Rules **(or equivalent outside the State of Texas)** and applicable requirements of Nutrition Service Requirements 84.5. This includes the maintenance by the provider of all applicable inspections and licenses for vendor facilities, equipment and personnel.

The provider will be responsible for all fees and licenses required to operate under this contract for the full duration of this contract.

The provider is required to keep full and accurate sales and procurement records related to purchases covered by the contract. All such records shall be maintained for a minimum of three (3) years after the end of the federal fiscal year to which they pertain. The vendor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and may conduct on-site reviews of the food service, transportation, and handling operations.

The provider must use USDA cash for the purpose of purchasing U.S. Agricultural commodities and other foods of U.S. origin.

Daily Nutrition Requirements

Each meal served will contain at least one-third (1/3) of the current Dietary Reference Intakes for persons 60 years and older in accordance with the most recent edition of the Dietary Reference Intakes by the Food and Nutrition Board of the National Academy of Sciences-National Research Council.

Maintenance of optimal nutritional status through menu planning will be reflected by menus high in fiber and moderate in fat (**not to exceed 30 grams whenever feasible**), salt and simple sugar.

Dietary Nutrition Documentation

Documentation of nutritional adequacy must reflect, at a minimum, adequate provision of the following six nutrients: protein, calcium, iron, thiamin, vitamin A, and Vitamin C. Documentation must show that each meal provides at least 600 and not more than 1,000 calories (**the recommended level being between 750 and 850 calories**).

Methods of nutrient analysis documentation may be any one or a combination of the following:

- A computer (**or manual**) analysis based upon USDA Handbook Number 456, and Number 8 or Number 72.
- A nutrient standard method.
- A checklist methods or food group methods approved by the Texas Department of Aging and Disability Services.

All raw food used in the preparation of meals should be of the highest possible quality. All food will be prepared from standardized recipes, without added salt. Tested quality recipes, adjusted to yield the number of servings needed must be used to assure consistent and desirable quality and quantity. The provider will maintain recipe files for all menu items for inspection upon request by **DAAA**.

Daily Cleaning and Illness Reporting

Daily cleaning and sanitizing of serving utensils will be the responsibility of nutrition site personnel.

The provider will promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food at a nutrition site.

DAAA must be notified by the provider immediately of reports of food borne illness. The provider will promptly investigate reports of food adulterated by any foreign object. DAAA must be notified by the provider immediately of reports of adulterated food. The provider will ensure that site volunteers and staff who serve food receive training covering food

handling and sanitation practices. The provider must maintain a copy of the sign-in sheet for training.

ARTICLE 7: INDEMNITY

CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY PROVIDER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE PROVIDER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF PROVIDER UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY PROVIDER TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE PROVIDER'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

ARTICLE 8: INSURANCE REQUIREMENTS

The Provider will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. Provider shall provide City with proof of Workers Compensation and Employer's Liability insurance of at least one-hundred thousand dollars (\$100,000.00) per each accident or occurrence, as well as property damage insurance in the amount of three-hundred thousand dollars (\$300,000.00). Provider agrees the City will be named as an additional insured party on all insurance, be provided with a waived subrogation and certificates of insurance evidencing the insurance required in this Article. Provider shall not be liable for any losses except that which Provider would be legally liable and insurance shall not cover liability in connection with or arising out of the wrongful or negligent acts/omissions of the City. Both City and Provider waive rights of recovery from each other for property damage or loss of use thereof, however occurring. This waiver does not apply to bodily injury or death claims.

ARTICLE 9: MISCELLANEOUS

AMENDMENT

This Agreement may only be amended by the written mutual agreement of both parties.

REPRESENTATIONS AND WARRANTIES

Existence – Provider is a corporation and duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

GOVERNING LAW AND VENUE

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions in the State of Texas, and will be effective on the date of execution by the agreeing parties. Any litigation concerning the subject matter of this Agreement will be brought in a court of proper jurisdiction in Dallas County, Texas.

SEVERABILITY

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Contract is determined to be invalid or

unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Contract and be deemed to be validated and enforceable.

INDEPENDENT CONTRACTOR

Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Provider is acting independently of its own free will, without direction from City.

NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

Executed in single or multiple originals, this 19th day of September, 2024

CITY OF HUTCHINS

The Chocolate Mint Foundation

Name of City Manager, City Manager

Jammy Green

ATTEST:

9/19/2024

Name of City Secretary, City Secretary

1604 Falcon Drive Desoto, TX 75115