

**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**

25210 Anza Drive  
Santa Clarita, California 91355

**ASSIGNMENT OF USDA FOODS**

**DIRECT DIVERSION PROJECT**

This assignment is made and entered into this [Day] day of [Month], [Year], between \_\_\_\_\_, (“Assignor”) and the Santa Clarita Valley School Food Services Agency (“Assignee”) (collectively the “parties”).

**WHEREAS**, Assignor is a member agency of the Super Commodity Cooperative (“Super Co-Op”), a California cooperative consisting of public school agency members for the purpose of obtaining commodities for school food services.

**WHEREAS**, Assignee is the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Assignor.

**NOW, THEREFORE** the parties agree as follows:

1. Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
2. Entitlement and “Fair Share” of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and the USDA.
4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. Should a loss of USDA Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the California Department of Education, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s).

The reporting of any loss of USDA Foods is the responsibility of the Assignee.

6. Both the Assignee and Assignor are responsible for compliance with USDA and the California Department of Education, Child Services Division policies and regulations.
7. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:
  - 1) Districts new to the Super Co-Op pay a (one-time) Start-up Fee of \$0.10 per Average Daily Participation (ADP) based on the state's reported ADP for the prior school year (ADP is calculated as Total Lunches Served divided by 180).
  - 2) An Annual Renewal Fee beginning the 2nd year of membership based on the following:
 

0.3% of the previous year USDA Foods entitlement.
  - 3) \$0.80 per case/unit of commodity accepted and diverted for State Administrative Fee (Assignee collects and pays this fee to the State on behalf of the district.)
8. This assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee, USDA, and California Food Distribution Division of its termination.
9. With respect to the Assignee's performance of work under this assignment, the Assignee shall indemnify, pay for the defense of, and hold harmless the Assignor and its officers, agents and employees of and from all liabilities, claims, debts or damages of any nature or sort that may arise out of the Assignee's negligent or willful acts and/or omissions under this assignment.
10. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

To the Assignee:

SITE/DEPARTMENT	Santa Clarita Valley School Food Services Agency - Business Services
HEAD OF SITE/DEPARTMENT	Chief Executive Officer
CONTACT PERSON	Mrs. Lynnelle Grumbles, MS, RDN, SNS
STREET ADDRESS	25210 Anza Drive
CITY, STATE, ZIP	Santa Clarita, California 91355
TELEPHONE/FAX	(TEL) 661-295-1574 (FAX) 661-295-0981
EMAIL ADDRESS	Lgrumbles@scvsfsa.net

To the Assignor:

RECIPIENT AGENCY	
VENDOR NUMBER	
CONTACT NAME	
MAILING ADDRESS	
CITY, STATE, ZIP	
DELIVERY ADDRESS	
CITY, STATE, ZIP	
TELEPHON/FAX	
EMAIL ADDRESS	

To the California Department of Education:

	California Department of Education Nutrition Services Division
CONTACT NAME	Marina Soto Direct Shipment and Private Cooperative Coordinator
STREET ADDRESS	1430 N Street, Suite 4503
CITY, STATE, ZIP	Sacramento, Ca 95814-5901
TELEPHONE/FAX	(TEL) 916-324-0577 (FAX) 916-327-4004
EMAIL ADDRESS	msoto@cde.ca.gov

11. If this assignment is terminated for any reason by either party the Assignor will continue to receive their USDA Foods from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.

Termination of this assignment shall not be effective until written notice is provided by Assignee pursuant to paragraph 10.

12. The Assignee shall maintain such general liability, property damage, workers' compensation, auto insurance, and any other insurance as is required to protect the Assignee's and the Assignor's interests regarding the USDA Foods.
13. The parties may amend this assignment in writing by mutual consent. Changes, including any increase or decrease in the Fee in paragraph 7, shall only be effective upon the execution of a duly authorized written amendment to this assignment and approval by the Assignor's and Assignee's respective Board of Directors.
14. This assignment shall only be effective upon approval in writing by the Assignee's and Assignor's respective Board of Directors.

**Santa Clarita School Food Services Agency  
Super Cooperative Lead Agency  
Assignee**

**[Recipient School District Name]  
Assignor**

Lynnelle Grumbles

\_\_\_\_\_  
Print Name

Chief Executive Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Assignor's previous year TLS**