STANDARD AGREEMENT FOR
FOOD SERVICE / VENDING

This Agreement is entered into on this first day of **February 2015** by and between **The Catholic Council for the Spanish Speaking of the Diocese of Stockton dba. El Concilio Preschool**, hereinafter referred to as the Agency and **Contra Costa County** through and by its **Employment & Human Services Department, Community Services Bureau** hereinafter referred to as the Vendor.

THE VENDOR AGREES TO:

1. Prepare and supply the meals, inclusive of milk, to **El Concilio Pre-School at their Nogales site at 321 Orchard Drive #B, Brentwood, CA 94513, by 8:00 a.m. each day of Vendor operation, Monday through Friday** in accordance with the number of meals requested and at the cost(s) per meal listed below. **FY 2014-2015** rates noted below.

    For preschool children ages 18 to 36 months:

Breakfast	$3.00 each	Lunch	$4.25 each
Supplement/Snack	$n/a each	Supper	$_n/a_ each

2. Provide the Agency the menu for each month at least **five** days prior to the beginning of the month to which the menu applies.

3. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as defined by the California Child and Adult Care Food Program.

4. Maintain on a daily basis an accurate count of the number of meals by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

5. Allow the Agency to increase or decrease the number of meal orders, as needed when the request is made within **three business days** of the scheduled delivery time.

6. Present to the Agency an invoice accompanied by reports **no later than the 20th day of each month** that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this agreement.

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7. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals. The Vendor shall ensure that all health and sanitation requirement of the California Retail Food Facilities Law, and chapter 4 of the California Health and Safety Code, are met all times.

8. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

9. As required by the State Drug-Free workplace Act of 1990 (Government Code § 8350 et. seq.) and the Federal Drug-Free Workplace Act of 1988, and implementing regulations, Vendor certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Notify Vendor of necessary increases or decreases in number of meal orders within **three business days** of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency, and Agency shall pay Vendor for all meals ordered even if Agency erroneously ordered an excess number of meals.

2. Ensure that an Agency representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained in health and sanitation practices.

3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery by the Vendor no later than **twenty-four hours** following the delivery of such carts.

4. Notify the Vendor within **ten days** of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

5. As required by the State Drug-Free workplace Act of 1990 (Government Code § 8350 et. seq.) and the Federal Drug-Free Workplace Act of 1988, and implementing regulations, Agency certifies that it will continue to provide a drug-free workplace.

6. Pay the Vendor by the **thirtieth day of each month** the full amount as presented in the monthly itemized invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

7. Agency shall defend, indemnify, save and hold harmless Vendor and it's officers and employees from any and all claims, costs and liability for any damages,

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sickness, death or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Agency or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Vendor or its officers or employees. Agency will reimburse Vendor for any expenditures, including reasonable attorney fees, Vendor may make by reason of the matters that are the subject of this indemnification, and if requested by Vendor, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Agency.

TERMS OF THE AGREEMENT

The effective date of this Contract amendment is **February 1, 2015**. It terminates on **October 31, 2015**. This contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

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IN WITINESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

CONTRA COSTA COUNTY COUNTY ADMINISTRATOR'S OFFICE	**COUNTY COUNSEL Approved as to Form:**

By: _____
     Designee
	By: _____
	     Deputy

CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 	
By: _____
     Director / Designee
 	
_____
Title
 	
(925)_____
Telephone
 	
_____
   Date
	THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE DIOCESE OF STOCKTON DBA. EL CONCILIO PRESCHOOL
	
	By: _____
	     Official Signature
	
	_____
	Title
	
	_____
	Telephone
	
	_____
	   Date

Contra Costa County Board of Supervisors Approval via Board Order (attached)

_____ _____
   Agency   County