

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

5. TAX REPORTING/PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

6. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Trustees policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 7.

7. FINGERPRINTING AND CRIMINAL RECORDS CHECK

DISTRICT requires any VENDOR employee who may come into contact with students to be fingerprinted and be subject to a background check by the California Department of Justice ("DOJ") in accordance with Education Code §45125.1. All employees of VENDOR who may come into contact with students must be fingerprinted by DISTRICT's designated fingerprint provider, the identification and specifics of which shall be provided to VENDOR by the DISTRICT's Associate Superintendent of Business & Operations or his/her designee. VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the DOJ and the completion of criminal background investigations of the VENDOR and/or its employees and must provide written verification of fingerprint clearance from the DOJ to the DISTRICT's Board of Education. No employee of VENDOR is permitted to enter onto a DISTRICT site where he/she may come into contact with students until such employee has been subject to fingerprinting and background check by the DOJ and VENDOR has verified in writing that such employee(s) has not been convicted of a serious or violent felony, as defined in Education Code §45122.1, or sex offense, as defined in Education Code §45123, or DISTRICT has indicated on Page 2 of this Agreement that VENDOR is exempt from compliance. **All personnel employed by VENDOR who do not have fingerprint clearance must supervised by the VENDOR while on a school site and must be accompanied by a certificated employee of the DISTRICT at all times when in contact with students. VENDOR shall not permit employees to work on DISTRICT sites until they have been fingerprinted and completed a background check, unless the employee complies with the requirement to be supervised by VENDOR and accompanied by a DISTRICT certificated employee when in contract with students at all times while on DISTRICT sites. All VENDOR personnel must check in at school office prior to delivery of services and check out at school office when delivery of services is concluded.** DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify DISTRICT immediately if an employee who is working on DISTRICT site has left the employment of VENDOR. VENDOR must give DISTRICT three (3) days advance notice if it intends to substitute any employee on DISTRICT's site. VENDOR must notify the DISTRICT immediately if VENDOR learns that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the District where applicable.

Principal or Department Administrator's recommendation for approval of Agreement and by checking the box this VENDOR is exempt from fingerprinting and will be accompanied by a certificated employee at all times when in contact with students.

Principal or Department Administrator's recommendation for approval of Agreement and by checking the box this VENDOR is not exempt from fingerprinting and criminal records check for purpose of this Agreement.

Signature _____
Stephanie Siemering

Date: _____

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

8. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Contra Costa County, California.

9. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

10. INSURANCE AND INDEMNIFICATION

COUNTY. Contra Costa County shall defend, indemnify, and hold Antioch Schools harmless from Contra Costa County's share of any and all claims, costs, and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or negligent acts, errors, or omissions of Contract Costa County, its officers, agents or employees in performing its obligations under this agreement.

ANTIOCH SCHOOLS. Antioch Schools shall defend, indemnify and hold Contra Costa County harmless from Antioch School's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Antioch Schools, its officers, agents, employees, in performing its obligations under this agreement.

VENDOR must keep in full force and effect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

During the term of this Agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer acceptable to DISTRICT and shall provide DISTRICT with a Certificate(s) of Liability Insurance with a minimum of \$1 Million Dollars General Liability coverage, a minimum of \$1 Million Dollars Automobile Liability coverage, and a minimum of \$2 Million Dollars Professional Liability coverage. High risk activities may require additional coverage as determined by the District. Certificate Holder is Antioch Unified School District, VENDOR shall also provide an Additional Insured Endorsement, naming Antioch Unified School District as Additional Insured. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.

Insurance Exempt: _____ Must be approved by the Superintendent or Associate Superintendent of Business & Operations or his/her designee.

11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

See Exhibit A

(Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference.)

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

12. COMPENSATION

DISTRICT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. Payment shall be made as follows:

- Partial Payments (must be specified): No money to be exchanged between vendor and District.
 Payment in Full

TOTAL AMOUNT DUE: \$ 0

13. DELIVERIES

VENDOR will provide DISTRICT a complete supply of _____ during the term of this Agreement and shall deliver such goods in a timely manner every _____ and in good and sanitary condition. VENDOR shall provide DISTRICT a minimum of forty-eight (48) hours advance notice of any modifications to the delivery schedule. If changes by VENDOR are not satisfactory to DISTRICT, DISTRICT may notify VENDOR. If VENDOR is unable to implement DISTRICT's requested changes within forty-eight (48) hours, DISTRICT may cancel this Agreement at no additional cost and with no penalty to the DISTRICT.

DISTRICT agrees that its designated representative shall have the authority to request changes to the quantity and frequency of goods ordered and delivered to the DISTRICT or its designated locations. The DISTRICT's designated representative is the Associate Superintendent of Business & Operations or his/her designee.

Check box if this is a *services* contract and this section is *not* applicable.

14. OWNERSHIP OF DESIGNS AND PLANS

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items prepared or produced during the course of this Agreement and arising from the services rendered (see Paragraph 11 above) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

15. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR's status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in a good and workman like manner in accordance with the generally accepted standard of care in the industry.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

17. RELEASE, DISCHARGE OR WAIVER; CANCELLATION

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

DISTRICT may elect to cancel this Agreement at its convenience with sixty (60) days notice to VENDOR. Payment shall be made only for goods and services supplied up to the date of notification of cancellation. Any overpayment by the DISTRICT shall be returned to the DISTRICT within thirty (30) days of notification of cancellation.

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

18. DELIVERIES

VENDOR will provide DISTRICT a complete supply of _____ during the term of this Agreement and shall deliver such goods in a timely manner every _____ and in good and sanitary condition. VENDOR shall provide DISTRICT a minimum of forty-eight (48) hours advance notice of any modifications to the delivery schedule. If changes by VENDOR are not satisfactory to DISTRICT, DISTRICT may notify VENDOR. If VENDOR is unable to implement DISTRICT's requested changes within forty-eight (48) hours, DISTRICT may cancel this Agreement at no additional cost and with no penalty to the DISTRICT.

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Check box if this is a *services* contract and this section is *not* applicable.

19. OWNERSHIP OF DESIGNS AND PLANS

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items prepared or produced during the course of this Agreement and arising from the services rendered (see Paragraph 11 above) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

20. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR's status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in a good and workman like manner in accordance with the generally accepted standard of care in the industry.

21. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

22. RELEASE, DISCHARGE OR WAIVER; CANCELLATION

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

DISTRICT may elect to cancel this Agreement at its convenience with sixty (60) days notice to VENDOR. Payment shall be made only for goods and services supplied up to the date of notification of cancellation. Any overpayment by the DISTRICT shall be returned to the DISTRICT within thirty (30) days of notification of cancellation.

23. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

This contract must meet the provisions of Board Policy 3310, 3311, Board Policy/Administrative Rule 3312, 3340 and Board Policy 9421 in order to be valid or binding against the DISTRICT.

The parties have executed this Agreement on the date indicated below.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

("VENDOR")

Signature: _____

Date: _____

Name: Alison McKee, Deputy County Librarian

Title: _____

ANTIOCH UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: _____

Date: _____

Name: Stephanie Anello

Title: Superintendent

Date of Board Approval _____

Notwithstanding the effective date of this Agreement set forth above at Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.

(Information below for Internal District Use Only)

SACS Code: _____ Amount of Contract: \$ _____ No Cost
Multi-year Contract? Y N

PAID BY DISTRICT FUNDS ASB (STUDENT) FUNDS

IF using LCAP, identify goals _____

Carrie Downey - Assistant Director, Nutrition Services

Person completing this form (REQUIRED) – Please Print Name & School/Department

AGREEMENT TO FURNISH FOOD SERVICE
Contra Costa County

Exhibit A

This Agreement, entered into on June 17, 2020 between Antioch Unified School District, Nutrition Services, hereinafter referred to as Antioch Schools and Contra Costa County, hereinafter referred to as Contra Costa County is made for the purpose of providing breakfast and lunches, hereinafter referred to as “meals”, which meet the Seamless Summer Feeding Option meal requirements. It is hereby agreed that:

- Antioch Schools will provide meals that comply with the nutrition standards as established by the United States Department of Agriculture for the Seamless Summer Feeding Option to Contra Costa County. Antioch Schools will represent Contra Costa County as the “Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in Contra Costa County. Reimbursement will be claimed at the rate of one breakfast and/or lunch per day per child and only for complete meals taken. Antioch Schools assumes responsibility for meal count and claims and for any over claims identified during a review or audit.
- Antioch Schools will prepare the meals in the Central Kitchen at Deer Valley High School located at 4700 Lone Tree Way. The preparation site will maintain the appropriate state and local health certifications for the facility.
- Antioch Schools will provide the necessary condiments, utensils, straws, napkins and plates.
- The number of meals prepared by Antioch Schools will be no more than the number of meals requested by Contra Costa County. Contra Costa County will notify Antioch Schools of the number of meals needed no later than the specified time each day. Antioch Schools will not be obligated to provide any meals on days when Antioch Schools are not in session.
- Antioch Schools will provide all the equipment necessary to transport the meals. Antioch Schools will be responsible for transporting the meals from the Deer Valley High School Central Kitchen. The delivery will be no later than the specified time.
- Contra Costa County will provide all personnel necessary to serve, count, and supervise the consumption of the meals. Antioch Schools will provide training to staff of Contra Costa County on point of service meal counts and completion of all documents required by the Seamless Summer Feeding Option.
- Contra Costa County will provide a person to sign for and verify safe temperature and sanitary condition of meals at the specified delivery time; provide all equipment necessary to serve meals; provide personnel to help supervise, count and record meals. Contra Costa County will provide staff to serve meals and to solely clean the serving area and serving containers before their return to Central Kitchen. Antioch Schools will package food in such a manner that a Serv Safe certified person is not required at the site.
- Contra Costa County will document the number of meals served daily provided by the Nutrition Services Office. Information from these Daily Meal Counts is transferred onto Weekly Summary Sheets, summarizing the total number of meals that were received, served, and tossed. The Daily Meal Counts and Weekly Summary Sheets are then submitted no later than Tuesday of the following week to the Nutrition Services Office.
- Both parties will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- Contra Costa County will return on a daily basis any and all property owned by Antioch Schools.
- No later than one (1) week prior to the end of each month Antioch Schools will provide to Contra Costa County a monthly menu covering the meals to be served for the following month.
- When requested by Contra Costa County, Antioch Schools will provide sack meals that meet the Seamless Summer Feeding Option requirements for field trips. Sack meals for field trips shall be requested at least five working days in advance.

AGREEMENT TO FURNISH FOOD SERVICE
Contra Costa County

Exhibit A

- Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.
- Contra Costa County shall defend, indemnify and hold Antioch Schools harmless from Contra Costa County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omission of Contra Costa County, its officers, agents or employees in performing its obligations under the agreement. Antioch Schools shall defend, indemnify and hold Contra Costa County harmless from Antioch School's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Antioch Schools, its officers, agents, employees, in performing its obligations under this agreement.
- **During the term of this Agreement, Contra Costa County shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer acceptable to Antioch Schools and shall provide Antioch Schools with a Certificate(s) of Liability Insurance with a minimum of \$1 Million Dollars General Liability coverage, a minimum of \$1 Million Dollars Automobile Liability coverage, and a minimum of \$2 Million Dollars Professional Liability Coverage. High risk Activities may require additional coverage as determined by Antioch Schools. Certificate Holder is Antioch Unified School District. Contra Costa County shall also provide and Additional Insured Endorsement, naming Antioch Unified School District as Additional Insured. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior to written notice has been delivered to Antioch Schools.**
- Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of meals, which meet the Seamless Summer Feeding Option meal requirements, including, but not limited to the nutritional content of meals and nondiscrimination. All records maintained by both parties will be open to inspection by proper Federal, State and local authorities in accordance with applicable statutes and regulations.
- The term of this agreement will be from June 17, 2020 through July 30, 2020 unless terminated by either party on 10 days written notice.
- All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director of Nutrition & Purchasing Services, Antioch Unified School District.

Name of school food authority Antioch Unified School District	
Name and title of school official Stephanie Siemering Director-Nutrition and Purchasing Services	Telephone No: 925-779-7600
Signature of school official	Date:
Name of receiving school Contra Costa County	
Name and title of receiving school official	Telephone No:
Signature of receiving school official	Date: