

Alameda Unified School District
Child Care Center Food Service Agreement
2020-2021

This agreement is entered into between Alameda Unified School District (AUSD) and Bright Horizons Family Solutions LLC (BRIGHT HORIZONS) with regard to the child care center operated by it and known as Gamer Children's Center. This agreement is made this 23rd day of June, 2020.

1. Services

AUSD shall prepare and deliver student meals to BRIGHT HORIZONS's facility located at 2275 North Loop Road, Alameda, CA 94502.

BRIGHT HORIZONS shall place its order for student meals with AUSD at least one week in advance, and AUSD agrees to provide BRIGHT HORIZONS with a menu of meals at least one week in advance.

AUSD agrees to deliver meals in acceptable condition and shall have no responsibility for the condition or care of student meals after delivery. Service shall include the necessary utensils and napkins.

AUSD and BRIGHT HORIZONS participate independently in the State and National School Lunch Programs. Each party warrants to the other that it will comply with state and federal statutes in its respective performance under this Agreement, including but not limited to those promulgated by the local child care licenser, food service licenser, or applicable health department.

2. Terms

The term of this agreement will be from July 1, 2020 through June 30, 2021.

3. Compensation

BRIGHT HORIZONS agrees to pay AUSD for student meals according to the following price schedule: Lunch **\$3.50** per student meal. Price includes milk.

BRIGHT HORIZONS shall not pay a delivery fee provided that BRIGHT HORIZONS orders at least a minimum of 100 meal units ("Minimum Daily Order"). In the event BRIGHT HORIZONS orders less than the Minimum Daily Order, BRIGHT HORIZONS agrees to pay a \$10 delivery fee per delivery.

Cold lunches will be provided on AUSD closure days unless logistically unable due to Federal, State, County or City COVID-19 restrictions or orders. Meals will be delivered the day before when available.

4. Invoicing

AUSD shall invoice BRIGHT HORIZONS on a monthly basis for Food Services and BRIGHT HORIZONS shall pay AUSD within (thirty) 30 days of its receipt of invoice.

Bright Horizons may remit payment to AUSD via ACH, paper check or credit card. If all or any

portion of AUSD's invoice is disputed, Bright Horizons shall pay the undisputed amount, and will notify AUSD in writing of the nature of the dispute with regard to the remainder and the preferred resolution. AUSD agrees to participate in and accept electronic payments through Bright Horizons' Buyer Initiated Payment (BIP) program administered by American Express.

5. Indemnification

BRIGHT HORIZONS agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. BRIGHT HORIZONS also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to BRIGHT HORIZONS in connection with the performance of the Agreement. This provision survives termination of this Agreement.

6. Insurance

Both parties shall maintain general liability insurance coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall name the other party as an additional insured with endorsement. AUSD shall maintain auto liability insurance - including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than \$1,000,000 each accident.

7. Termination

BRIGHT HORIZONS may at any time terminate this Agreement upon a 90-day written notice to AUSD for convenience and upon a 30-day written notice with an opportunity to cure for cause; however, Bright Horizons shall be entitled to terminate immediately if the health or welfare of children is jeopardized or if AUSD fails to provide food consistent with applicable laws and regulations, including but not limited to those promulgated by the local child care licenser, food service licenser, or applicable health department. BRIGHT HORIZONS shall compensate AUSD for Food Services provided through the date of termination. This Agreement may renew for successive one-year terms upon the mutual written agreement of the parties.

8. Notices

All notices, inquiries and invoices provided for under this Agreement shall be directed as set forth below:

AUSD
 Name: James Assia
 Title: Director of Food & Nutrition Services
 Phone: 510-337-7044
 Email: jassia@alamedaunified.org
 Address: 2060 Challenger Drive, Alameda, CA 94501

BRIGHT HORIZONS
 Name: Mary Sakellarios
 Title: Director of Sourcing
 Phone: 6176738932
 Email: Msakellarios@brighthorizons.com
 Address: 200 Talcott Ave

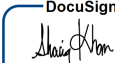
REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this agreement.

For Alameda Unified School District (AUSD)

**For Bright Horizons Family Solutions LLC
(BRIGHT HORIZONS)**

DocuSigned by:



Sharif Khan, CBO

Date: 6/18/2020

DocuSigned by:



Mary Sakellarios

Date: 6/11/2020