

Alameda Unified School District
Child Care Center Food Service Agreement
2023-2024

This agreement is entered into between Alameda Unified School District (AUSD) and Alameda Family Services - Head Start/ Early Head Start (AFS). This agreement is made this 2nd day of June, 2023.

1. Services

AUSD shall prepare and deliver student meals to AFS's facility located at:

- 1901 Third Street, Alameda, CA 94501
- 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501
- 670 West Midway, Alameda, CA 94501
- 1700 Santa Clara Avenue, Alameda, CA 94501
- 351 Jack London Avenue, Alameda, CA 94501
- 500 Pacific Avenue, Alameda, CA 94501

AFS shall place its order for student meals with AUSD at least one week in advance, and AUSD agrees to provide AFS 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 AFS 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 childcare licensor, food service licensor, or applicable health department.

2. Terms

The term of this agreement will be from July 1, 2023, through June 30, 2024.

3. Compensation

AFS agrees to pay AUSD for student meals according to the following price schedule:

Breakfast **\$2.75** per student meal.

Lunch **\$3.75** per student meal.

Snack **\$2.25** per student meal.

All prices include milk.

AFS shall not pay a delivery fee provided that AFS orders at least a minimum of one hundred meal units ("Minimum Daily Order"). In the event AFS orders less than the Minimum Daily Order, AFS 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 AFS monthly for Food Services and AFS shall pay AUSD within (thirty) 30 days of its receipt of invoice.

5. Indemnification

AFS 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. AFS 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 AFS 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

AFS 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, AFS 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. AFS 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:

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|--|---|
| <u>AUSD</u> | <u>AFS</u> |
| Name: <u>James Assia</u> | Name: <u>Katherine Schwartz</u> |
| Title: <u>Director of Food & Nutrition Services</u> | Title: <u>Executive Director, Alameda Family Services</u> |
| Phone: <u>510-337-7044</u> | Phone: <u>510-629-6301</u> |
| Email: <u>JAssia@alamedaunified.org</u> | Email: <u>kschwartz@alamedafs.org</u> |
| Address: <u>2060 Challenger Drive, Alameda, CA 94501</u> | Address: <u>2325 Clement Avenue, Suite A, Alameda</u> |

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that the respective parties authorize them to execute this agreement.

For Alameda Unified School District (AUSD)

**For Alameda Family Services - Head Start/
Early Head Start (AFS)**


Shariq Khan (Jun 5, 2023 19:22 PDT)

Shariq Khan, Assistant Superintendent

Date: 06/05/2023


Katherine Schwartz (Jun 5, 2023 16:30 PDT)

Katherine Schwartz, Executive Director

Date: 06/05/2023