

ATTACHMENT A

**AGREEMENT TO PROVIDE FOOD SERVICE**

Between Revolution Foods, Inc. and Belle Haven Child Development Center

<b>Food Service Sponsor:</b> Revolution Foods
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<b>Receiving Sponsor:</b> BELLE HAVEN CHILD DEVELOPMENT CENTER	
Agreement Number:	Vendor Number:

This agreement, executed in duplicate, entered into on August 26, 2009 between the food service sponsor, Revolution Foods, Inc., hereinafter referred to as **Revolution Foods** and the receiving sponsor, Belle Haven Child Development Center, hereinafter referred to as **BELLE HAVEN**, is created for the purpose of providing: (check  all that apply)

- Lunches under the Child and Adult Care Food Program
- Breakfasts under the Child and Adult Care Food Program

**It is hereby agreed that:**

1. **Revolution Foods** will provide meals to **BELLE HAVEN** that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child and Adult Care Food Program food based menu planning option. **BELLE HAVEN** will be responsible for claiming reimbursement from the California Department of Education for all meals served to children enrolled in the **BELLE HAVEN** schools.
2. **BELLE HAVEN** will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to **BELLE HAVEN**. All applications and eligibility requirements will be handled at the site by **BELLE HAVEN**.
3. **Revolution Foods** will maintain all necessary records on the nutritional components and quantities of the lunches delivered to the **BELLE HAVEN** and make said records available for inspection by State and Federal authorities upon request.
4. **Revolution Foods** will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
5. **Revolution Foods** will prepare meals at a site that maintains the appropriate state and local health certifications for the facility.
6. The number of meals prepared by **Revolution Foods** will be determined by the quantity ordered by **BELLE HAVEN**. **BELLE HAVEN** will notify Revolution Foods of the quantity needed for each week no later than 5:00 pm of each Wednesday for the following week of service. **BELLE HAVEN** will inform **Revolution Foods** of any special scheduling of lunch/breakfast serving times and/or an unusual increase or decrease in the number of meals.

7. **Revolution Foods** will charge **BELLE HAVEN** \$2.90 for a pre-school size lunch with a minimum order of 88 lunches per day. Milk will be included with each meal. **Revolution Foods** will charge **BELLE HAVEN** \$1.25 for a breakfast offering with a minimum order of 88 breakfasts per day. The breakfast offering will always include a serving of fresh fruit. **Revolution Foods** will charge \$4.25 per faculty lunch which will always include an additional supplement (side salad, yogurt, fresh fruit, etc). Faculty meals will be provided in individually wrapped portions. **Revolution Foods** will commit to this pricing through the end of the academic year 2009-2010. All pricing arrangements will remain confidential between **BELLE HAVEN** and **Revolution Foods**.
8. **Revolution Foods** will serve as the food service vendor for **BELLE HAVEN** for the period of August 25, 2009 through June 30, 2010.
9. **Revolution Foods** will not provide hot food service for the following holidays during the 2009-2010 academic year. **Revolution Foods** may offer a shelf stable meal for any or all of these listed holidays and will work with interested parties to make specific arrangements.
  - Sept. 7, 2009 Labor Day
  - Nov. 26 - 27, 2009 Thanksgiving
  - Dec. 25, 2009 - Jan. 1, 2010 Winter Holiday
  - May 31, 2010 Memorial Day
10. **Revolution Foods** will provide all of the equipment necessary to transport the lunches to **BELLE HAVEN**. **BELLE HAVEN** will provide all personnel necessary to accept delivery, serve, and supervise the consumption of the lunches and breakfasts. **BELLE HAVEN** is responsible for all point of service meal counts and completion of all documents required by the Child and Adult Care Food Program, including making claim for reimbursements.
11. **Revolution Foods** will be responsible for transporting meals from the preparation site to the school site. The delivery time to **BELLE HAVEN** will be agreed upon by both parties.
12. **Revolution Foods** will be responsible for the condition or care of said meal until **BELLE HAVEN** accepts delivery and **BELLE HAVEN** will be responsible for maintaining the proper temperature of the meal components until they are consumed. **BELLE HAVEN** will provide a warming oven to hold meals at food safe temperatures.
13. **BELLE HAVEN** shall clean and make available for next day pickup any and all property owned by **Revolution Foods**.
14. No later than one (1) week prior to the end of each month, **Revolution Foods** will provide to **BELLE HAVEN** a monthly menu covering the lunches to be served for the following month.
15. **Revolution Foods** will submit to **BELLE HAVEN** itemized invoices for breakfasts, lunches, and snacks on a monthly basis. The invoices will be for the full cost of the lunch, breakfast, and snack, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, etc. **BELLE HAVEN** shall submit payment to **Revolution Foods** in such form as required by **Revolution Foods** within 30 days of receipt of **Revolution Foods** invoice. Transport records will be provided to the school on a weekly basis.

16. **Revolution Foods** reserves the right to charge up to a seven percent interest rate (compounded monthly) on any balance left unpaid on an invoice.
17. **Revolution Foods** reserves the right to charge up to a \$20 fee for late orders and up to full price per meal for order cancellations.
18. **Revolution Foods** will provide **BELLE HAVEN** with sack lunches which meet the Child and Adult Care Food Program meal requirements for field trips when requested at the standard order time of no later than 5:00 p.m. of each Wednesday for the following week of service. The cost per lunch will remain the same as for the regular lunches and lunches will be delivered the day before consumption.
19. Gifts or exchanges of commodities are not permitted. Until it is consumed by the student, the food prepared remains the property of the state and federal governments.
20. **Revolution Foods** will indemnify, defend and hold harmless **BELLE HAVEN** and its directors, officers and employees from and against any material liabilities, losses, expenses (including reasonable attorney's fees), costs and damages arising out of or relating to breach of any representation, warranty or covenant of **Revolution Foods** under this Agreement. **BELLE HAVEN** will indemnify, defend and hold harmless **Revolution Foods** and its respective directors, officers and employees from and against any liabilities, losses, expenses (including reasonable attorney's fees), costs and damages arising out of or relating to breach of any material representation, warranty or covenant of **BELLE HAVEN** under this Agreement. Notwithstanding anything to the contrary herein, in the event a party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this Section 20, such party's liability to the other party shall not exceed the payments actually paid to **Revolution Foods** by **BELLE HAVEN**. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.
21. **BELLE HAVEN** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than one million dollars (\$1,000,000) for each occurrence and will provide **Revolution Foods** with a certificate evidencing insurance in the amount, naming **Revolution Foods** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to **Revolution Foods**. **Revolution Foods** will keep and maintain product liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence for any liability resulting from incidents of improper product preparation, contamination or transport.
22. Both **Revolution Foods** and **BELLE HAVEN** will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of lunches which meet the Child and Adult Care Food Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of lunches, and nondiscrimination. All records maintained by **Revolution Foods** and **BELLE HAVEN** with bearing to the agreement will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

- The term of this agreement shall be from July 1, 2009 to June 30, 2010, unless terminated by either party upon thirty (30) days written notice with cause.

Name and Title of <b>Revolution Foods</b> Official	Telephone Number
Erin Lewellen, Vice President, School Partnerships	( 510 ) 596-9024 ext 109
Signature of <b>Revolution Foods</b> Official	Date
Name and Title of Receiving <b>BELLE HAVEN</b> Official	Telephone Number
Signature of Receiving <b>BELLE HAVEN</b> Official	Date