

## FOOD SERVICE VENDING AGREEMENT School Year 2021-2022

This agreement entered into on **June 1, 2021**, by and between the Santa Barbara Unified District's Food Services Department ("**SBUSD**") and Montecito Union School District ("**MUSD**").

### Recitals

- Whereas, **MUSD** desires to contract with **SBUSD** for the preparation of student meals for children attending **MUSD**; and
- Whereas, **SBUSD** is agreeable to providing such services.
- Now therefore, in consideration of the mutual promises, covenants, and agreements contained herein, **MUSD** and **SBUSD** hereby agree as follows:

### 2021/2022 rates for MUSD budget development:

<u>2021-22</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
<u>Students</u> <u>(additional</u> <u>charges)</u>	<b>\$ .54</b>	<b>\$1.68</b>	<b>\$ .48</b>	<b>\$1.68</b>
<u>Adults</u>	<b>\$3.50</b>	<b>\$6.50</b>	<b>\$1.75</b>	<b>\$6.50</b>

<b>Daily Mobile Café</b>	<b>\$134.34</b>
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### Duration of Agreement

This agreement shall commence on **MUSD** first day of instruction for the **2021-2022** school year and will end on the last day of instruction.

This Agreement shall automatically terminate:

- Upon the terminating party providing the other party with thirty (30) day written notice of intent to terminate.

### SBUSD's Responsibilities

1. Provide meals. Provide **MUSD** with a monthly menu one week prior to the beginning of the month covered by said menu. There will not be any food service on **SBUSD** Board holidays and in-service days.
2. Provide **MUSD** with meals (including milk) at the rates noted above, to be paid by **MUSD**.
3. Provide food service personnel, food inventory, and prepare meals that meet the National School Lunch, School Breakfast Program, and/or Summer Food Service Program requirements, and manage waste from overproduction. Meals must comply with the nutritional standards for meals as established by the US Department of Agriculture, as well as the District's Wellness Policy with regard to specific criteria set forth by said policy.

4. **SBUSD** hereby agrees to defend, indemnify and hold **MUSD**, its directors, officers, agents, employees and individual members, free and harmless from and against any and all liability, claims, demands, causes of action at law or equity, expenses and costs (including attorneys' fees), or loss of any sort of personal injury (including death) and property damage that may arise during or because in any way by such use, operation, occupancy, acts, omissions, and/or condition of premises under Program participation.

#### **ECCEs/Orfalea's Responsibilities**

1. Provide **SBUSD** with the **2021-2022** school calendar no later than **June 1, 2021**, indicating days of operation.
2. Submit payment to **SBUSD** within 30 day of any invoicing.
3. All meals must be ordered the day before, no later than 2pm.
4. **MUSD** hereby agrees to defend, indemnify and hold **SBUSD**, its directors, officers, agents, employees and individual members, free and harmless from and against any and all liability, claims, demands, causes of action at law or equity, expenses and costs (including attorneys' fees), or loss of any sort of personal injury (including death) and property damage that may arise during or because in any way by such use, operation, occupancy, acts, omissions, and/or condition of premises under Program participation.

Both parties shall comply with all the applicable federal, state, and local statutes and regulations with regard to the preparation and consumption of meals which meet the school meal requirements including, but not limited to, all applicable regulations relating to the overt identification of needy individuals, the nutritious content of meals, and nondiscrimination. All records maintained by **SBUSD** and **MUSD** shall be open to inspection by proper federal, state, and local authorities in accordance with applicable statutes and regulations.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year last written below.

#### **Montecito Union School District**

**Anthony Ranni, Superintendent**

**Date:**

#### **Santa Barbara Unified School District**

**Kim Hernandez**

**Date:**

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