

EXHIBIT "B"

AGREEMENT FOR MEAT PRODUCTS

This Agreement for Meat Products ("Agreement") is made and entered into as of the 28th day of June, 2023 by and between the Azusa Unified School District, ("District") and Cream Co. Meats ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Vendor shall furnish and deliver Meat products which will include Beef, tri-tip, 99% fat free beef, ground, beef, burger patty and chicken, wing, bone in, air chilled. **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Meat").
2. **Term.** Vendor shall commence providing services under this Agreement on July 1, 2023 and will diligently perform as required and complete performance by June 30, 2024 unless this Agreement is terminated and/or otherwise cancelled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for a 1-year term, for a period not to exceed three (3) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as listed below. Submit all documents with bid packet:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Vendor according to the prices in his or her Bid Form and Proposal for meat products satisfactorily furnished and delivered pursuant to this Agreement. At no time during the contract period, July 01, 2023 through June 30, 2024 shall the prices charged to the District exceed the price quoted on the written bid form for the period of the bid. If pricing changes, the vendor needs to give the District a 30-day written notice.

No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the bid, unless otherwise specified.

The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

Vendor shall provide invoices in duplicate to the name and address listed below. Invoices for purchases at the delivered price are not due and payable until delivery of product

and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food is received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. Vendor must provide two (2) copies of each delivery invoice. Vendor will inform the District of any special discounts for payment received with a 10-day period.

5. **Additional Items.** During the term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this Agreement.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. Performance of Services.

- 7.1 **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver meat products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the vendor responsible for any damage which may be sustained because of failure or neglect of the vendor to comply with the terms or conditions listed herein with the terms of the contract, the District may upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind on all items affected by such default.
- 7.2 **Inspection of Products Furnished.** All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. For example, bad tasting or fowl smelling meat shall be replaced immediately. If a product is rejected at time of delivery, a credit is to be issued for the product.
- 7.3 **Site Deliveries.** Site to site deliveries include deliveries up to two times a week at a particular site, and daily as needed. Deliveries must arrive by 11:00AM of the delivery date.
- 7.4 **Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

- 7.5 **Force Majeure.** Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.
8. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
9. **Termination.**
- 9.1 **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.
- 9.2 **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 9.2.1 material violation of this Agreement by the Vendor; or
- 9.2.2 any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 9.2.3 Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or

costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11 Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

12 Insurance.

12.1 The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits

12.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 12.1.2 **Workers' Compensation.** In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 12.2 **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:
- 12.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 12.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 12.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 12.2.4 All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.
- 12.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 13 **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.
- 14 **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing meat product as indicated or specified. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

- 15 **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).
- 16 **Fingerprinting of Employees.** Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification". Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.
- 17 **Tobacco-Free Environment.** All District sites have been designated as a tobacco-free environment. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.
- 18 **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 19 **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 20 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Azusa Unified School District
 Nutrition Services Department

546 s CITRUS AVE
 AZUSA, CA
 91702
 (626) 732 8057
 ATTN: Stella
 Ndahura

Vendor:
 Cream Co. LLC

700 Julie Ann Way
 Oakland, California 94621
 Order Line: 5105674979
 Cell Phone: 5104074848
 ATTN: Sam Bookin

