



CHILD NUTRITION PROGRAM DAIRY PRODUCT CONTRACT

This Standard Agreement (“Agreement”) is hereby made and entered into this 9th day of June, 2021 by and between the Ogden City School District (“District”) and Jeff Jeppsen Distributing (“Contractor”). For the purposes of this contract District and Contractor may be referred to collectively by the term “parties”.

The District and Contractor agree as follows:

1. Retention as Contractor:

The District hereby retains the Contractor, and the Contractor hereby accepts such engagement to perform the services described in Paragraph 2. The Contractor warrants it has the necessary qualifications, certifications, licenses, experience and facilities to properly perform said services. This agreement is not intended and shall not be construed to create any right or impose any duty, expressly or by implication, in favor of any person or entity who is not a direct party to this Agreement. All services and extra services to be performed by the Contractor pursuant to this Agreement will be performed for the exclusive use and benefit of the District. No other person or entity is entitled to use or rely upon any such services or the information or reports generated by the Contractor as a result of such services unless expressly authorized by the District.

2. Description of Services

The Contractor must deliver the following dairy products to each of the school locations listed.

Item Quoted	Price	Per (Case or Each)
FF White Aseptic Milk ½ pint chug or carton	\$7.29	Case of 27
1% White Aseptic Milk ½ pint chug or carton	\$7.452	Case of 27
FF Chocolate Aseptic Milk ½ pint chug or carton	\$7.425	Case of 27
FF Strawberry Aseptic Milk ½ pint chug or carton		
1% Gallon	\$2.96	Each
1% Buttermilk ½ gallon	\$2.80	Each
2% Cottage Cheese 5#	\$7.95	Each
18% Sour Cream 5#	\$6.70	Each

School	Location
Special Ed PreSchool	1950 Monroe Boulevard, Bldg 7, Ogden UT 84401
Bonneville Elementary	490 Gramercy Avenue, Ogden UT 84404
East Ridge Elementary	1300 Ninth Street, Ogden UT 84404
Gramercy / T O Smith Elementary	1270 Gramercy Avenue, Ogden UT 84404
Heritage Elementary	373 South 150 West, Ogden UT 84404
Hillcrest Elementary	130 North Eccles Avenue, Ogden UT 84404

Lincoln Elementary	550 Canfield Drive, Ogden UT 84404
James Madison Elementary	2563 Monroe Boulevard, Ogden UT 84401
New Bridge Elementary	2150 Jefferson Boulevard, Ogden UT 84401
Odyssey Elementary	375 Goddard Street, Ogden UT 84401
Polk Elementary	2615 Polk Avenue, Ogden UT 84401
Shadow Valley Elementary	4911 South 1500 East, Ogden UT 84403
Taylor Canyon Elementary	2130 Taylor Avenue, Ogden UT 84401
Wasatch Elementary	3370 Polk Avenue, Ogden UT 84403
Highland Junior High	325 Gramercy Avenue, Ogden UT 84404
Mound Fort Junior High	1400 Mound Fort Drive, Ogden UT 84404
Mount Ogden Junior High	3260 Harrison Boulevard, Ogden UT 84403
Ben Lomond High	1080 Ninth Street, Ogden UT 84404
Ogden High	2828 Harrison Boulevard, Ogden UT 84403

Professional services provided by the Contractor under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's same profession currently practicing in the same locality under similar circumstances.

3. Compensation and Payment

All payments shall be made within thirty (30) calendar days after the Contractor has provided the District with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the District. Statements shall be made nor more frequently than on a monthly basis, and should describe the work performed, including a list of man-hours by personnel classification, if billing is on a per hour basis.

4. Extra Services

Any extra services must be approved in writing by the District. Payment for such extra services will be in an amount mutually agreed to by both parties in advance of the Contractor performing any such extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. Services by the District

The District will make available for the Contractor's review all available information regarding information and conditions or requirements that may be relevant to or affect the services to be performed under this Agreement, including, but not limited to, information the District knows, assumes or may suspect in relation to hazardous or potentially hazardous substances or wastes. The District will immediately transmit to the Contractor any new information concerning the project that becomes available to it, either directly or indirectly, during the performance of this Agreement. The District agrees to render reasonable assistance as requested by the Contractor so the performance of the services under this Agreement may proceed without delay or interference. The Contractor will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by the District, and the Contractor shall not be required to investigate or evaluate the accuracy or completeness of any information furnished by the District.

6. Progress and Completion

The Contractor shall commence work on the discreet tasks to be performed within a reasonable period of time after receiving a request from the District. As each request will vary in scope, the District and the Contractor may establish a completion date at the beginning of each request for service.

7. Personal Services/No Assignment/Sub-Contractor

This Agreement is for professional services, which are personal services to the District. The following person is deemed to be a key member or employee of the Contractor firm, and shall be directly involved in performing or assisting in the performance of this work:

Mr. Jeffrey A. Jepps

Should this individual be removed from assisting in this contracted work for any reason, the Contractor will provide qualifications of a suitable replacement and a work plan detailing how tasks will be assigned. If the District finds the replacement unacceptable the District may terminate this Agreement.

8. Attorneys Fees

Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expense and reasonable attorneys fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and reasonable attorney's fees, unless otherwise agreed. Any obligation set forth in this Agreement requiring one party to defend, indemnify and hold the other party harmless shall include payment by the indemnifying party of the indemnities' reasonable attorney's fees when and as incurred. Notwithstanding anything to the contrary, the District shall be fully liable for all collection fees or expenses incurred by the Contractor to collect any outstanding invoices.

9. Mitigation of Damages

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

10. Authorization

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

11. Entire Agreement Between Parties

Except for the Contractor proposals and submitted representations for obtaining this Agreement, with the exception of Attachment A, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

12. Term of Agreement

Unless sooner terminated as provided for herein, this agreement shall be effective from August 1, 2021 and shall run for an initial term of 1 year ending July 31, 2022. Upon completion of the initial term, this agreement shall be renewable for successive 4 year periods with the written consent of the Contractor and the District.

13. Notices

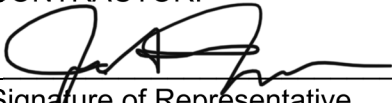
Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, and addressed as follows:

TO: Ogden City School District
Attn: Ken Crawford, Director Support Services
1950 Monroe Boulevard, #209
Ogden, UT 84401

TO: (Contractor) Jeff Jeppsen Distributing
Attn: Jeffrey A. Jeppsen
Address: P. O. Box 795
Brigham City, Utah 84302

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONTRACTOR:



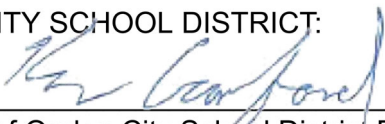
Signature of Representative

6/16/2021
Date

Jeffrey A Jeppsen
Printed Name

Owner
Title

OGDEN CITY SCHOOL DISTRICT:



Signature of Ogden City School District Representative

June 18, 2021
Date

Ken Crawford
Printed Name

Director of Support Services
Title