

**AN AGREEMENT FOR CHILD NUTRITION PROGRAM DAIRY CONTRACT
BETWEEN OGDEN CITY SCHOOL DISTRICT AND JEFF JEPPSEN DISTRIBUTION.**

THIS AGREEMENT ("Agreement") is hereby made and entered into this August 12, 2016, by and between the Ogden City School District ("District") and Jeff Jeppsen Distribution ("Contractor").

District and Contractor agree as follows:

1. RETENTION AS CONTRACTOR

District hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Paragraph 2. 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 Contractor pursuant to this Agreement will be performed for the exclusive use and benefit of District. No other person or entity is entitled to use or rely upon any such services or the information or reports generated by Contractor as a result of such services unless expressly authorized by District.

2. DESCRIPTION OF SERVICES

The vendor must deliver the following Dairy products to each of the locations listed below.

Item Quoted	Total Cost for Item
FF White Milk ½ Pint Carton 50/case	7.98
1% White Milk ½ Pint Carton 50/case	8.87
FF Chocolate Milk ½ Pint Carton 50/case	8.93
FF Strawberry Milk ½ Pint Carton 50/case	8.93
1% Gallon each	2.31
1% Buttermilk ½ Gallon each	2.10
2% Cottage Cheese 5# each	6.23
18% Sour Cream 5# each	6.39

Bonneville Elem, 490 Gramercy Ave, Ogden, UT 84404
Gramercy Elem, 1270 Gramercy Ave, Ogden, UT 84404
Heritage Elem, 373 South 150 West, Ogden, UT 84404
Hillcrest Elem, 130 North Eccles Ave, Ogden, UT 84404
Horace Mann Elem, 1300 9th St, Ogden, UT 84404
Lincoln Elem, 1235 Carfield Dr, Ogden, UT 84404
Madison Elem, 2563 Monroe Blvd, Ogden, UT 84401
New Bridge Elem, 2150 Jefferson Ave, Ogden, UT 84401
Odyssey Elem, 375 Goddard St, Ogden, UT 84401
Polk Elem, 2615 Polk Ave, Ogden, UT 84401
Shadow Valley Elem, 4911 South 1500 East, Ogden, UT 84403
Taylor Canyon Elem, 2130 Taylor Ave, Ogden, UT 84401

T.O. Smith Elem, 3295 Gramercy Ave, Ogden, UT 84403
Wasatch Elem, 3370 Polk Ave, Ogden, UT 84403
Highland Jr, 325 Gramercy Ave, Ogden, UT 84404
Mound Fort Jr, 1396 Liberty Ave, Ogden, UT 84404
Mount Ogden Jr, 3260 Harrison Blvd, Ogden, UT 84403
Ben Lomond High, 1080 9th St, Ogden, UT 84404
Ogden High, 2828 Harrison Blvd, Ogden, UT 84403

Dairy must be stored, maintained and delivered between 33 and 41 degrees Fahrenheit.

Professional services provided by the Contractor under this Agreement will be performed in 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 conditions.

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 no 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 Contractor performing any such extra services. Unless the District and Contractor have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. SERVICES BY THE DISTRICT

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

6. PROGRESS AND COMPLETION

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 Contractor may establish a completion date at the beginning of each request for service.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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. Jeff Jeppsen, owner Jeff Jeppsen Distribution

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 reassigned. 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, expenses and reasonable attorney's 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 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, 2016, and shall run for an Initial term of 1 year ending July 31, 2017. Upon completion of the first term, this agreement shall be renewable for a successive 5 year period with the written consent of 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 Blvd
Ogden, UT 84401

TO CONTRACTOR: Jeff Jeppsen Distribution

Attn: Jeff Jeppsen

Address: 875 North Main, Suite B

City: Willard State: Utah Zip Code: 84340

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

CONTRACTOR

By:  _____

Print Name: Jeff Jeppsen

Title: Owner, Jeff Jeppsen Distribution

Ogden City School District

By:  _____

Ken Crawford, Director Support Services