

**REVENUE AGREEMENT BETWEEN
INNVISION SHELTER NETWORK – REVENUE SERVICES
AND
COUNTY OF SAN MATEO VOCATIONAL REHABILITATION SERVICES
CATERING CONNECTION**

This AGREEMENT, entered into this _____ day of _____, 2013, by and between INNVISION SHELTER NETWORK - REVENUE SERVICES, hereinafter called “Shelter Network”, and the COUNTY OF SAN MATEO VOCATIONAL REHABILITATION SERVICES CATERING CONNECTION, hereinafter called “Contractor”;

W I T N E S S E T H:

WHEREAS, the Shelter Network – Revenue Services desires healthy meals for the families in transitional housing and weekly cooking demonstrations from the Contractor; and

WHEREAS, the Contractor desires to provide such services to Shelter Network; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The Contractor agrees to prepare and deliver 60 dinner meals each day for 360 days a year. Weekly nutritional cooking demonstrations will also be provided.

2. TERM OF AGREEMENT

This Agreement shall be effective January 29, 2013, and shall continue in effect until terminated with a thirty (30) day written notice by either party or their respective designees at any time and for any reason. The parties anticipate that services will continue in subsequent years with minor modifications based on projections of needs.

3. USE OF SUBCONTRACTORS

Contractor shall not assign this Agreement or any portion thereof to a third party without Shelter Network’s prior written consent.

4. INSURANCE

Shelter Network understands that Contractor does not provide liability, malpractice or workers compensation insurance. Shelter Network is responsible for the maintenance of personal and/or professional insurance or self-insurance to provide protection for any claims arising out of services provided under this Agreement. The Shelter Network assumes all liability for services provided under this contract.

5. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee because of race, religion, color, sexual orientation, physical disability or national origin.

6. MUTUAL HOLD HARMLESS

- a. It is agreed that Contractor shall defend, save harmless and indemnify Shelter Network its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- b. It is agreed that Shelter Network shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- c. In the event of concurrent negligence of Shelter Network, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

7. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties agree to mediate such dispute and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid by the Shelter Network. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8. COMPENSATION

The Contractor agrees to prepare and deliver 60 dinner meals each day for 360 days a year. In addition, the Contractor agrees to provide 48 cooking demonstrations per year. The following rates apply to these services: \$4.33 per meal, \$25.00 per day for delivery (Shelter Network will only be billed for 264 delivery days per year) and \$200 per cooking demonstration. Rates are guaranteed for the first three years of the agreement. The anticipated cost for the three years is \$329,184. Rates after the first three years are subject to increase to cover rising costs in food, gas and staffing. Rate increases will be communicated in the form of a written notice.

9. PAYMENT PROCEDURE

Contractor shall submit monthly invoices detailing the services performed during the billing period. Shelter Network shall pay invoices promptly within a period not to exceed thirty (30) days of receipt of the invoice.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

INNVISION SHELTER NETWORK – REVENUE SERVICES

Director - Signature

Print Name

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, County of San Mateo

Date: _____