

Consultant Contract

This agreement made and entered into this 1st day of July 2020, by and between Nutrition, Inc. having its principal place of business situated at 580 Wendel Rd., Suite 100, Irwin, PA 15642, and the Erie County Technical School having its principal place of business situated at 8500 Oliver Road, Erie, PA 16509.

Billing and Payment Terms:

- Nutrition, Inc. will provide meal consultant services during the period from August 1, 2020 through June 30, 2021 at a rate of \$1,055.67 per month for 11 months. Nutrition, Inc. will bill the Erie County Technical School at the end of each month and the Erie County Technical School will pay Nutrition, Inc. by the 15th of each month.
- Nutrition, Inc. will dedicate a maximum of 10 consulting hours per month which will include on-site visits and off-site tasks. Any hours in addition to the specified 10 hours per month (other than for catered events as explained below) will be billed at a rate of \$65.00 per hour in addition to the flat monthly rate. All additional charges will be approved by the Erie County Technical School before service is rendered. If 10 hours are not provided during a specific month, the remaining hours will be available to use within the following month. Hours per day cannot exceed eight (8).

Nutrition Inc.'s consultant responsibilities & Erie County Technical School District's responsibilities will consist of the following:

- Nutrition, Inc. will assist the designated food service contact person/Culinary instructor with weekly ordering.
- Nutrition, Inc.'s operational experts/food service director will meet with the designated food service (Culinary) contact person and the Erie County Technical School administration monthly to review the operational procedures. Nutrition, Inc. will make any necessary recommendations upon completion of the review. All recommendations will be documented.
- Nutrition, Inc. will provide catering requests on an as needed basis. The Erie County Technical School administration will contact Nutrition, Inc. with at least a 7 day notice of any catering events to be provided by Nutrition, Inc. Nutrition, Inc. will invoice the Erie County Technical School, or any other outside vendor, the cost of food, beverages, supplies, rentals, labor, or any other items needed for the event. Any additional labor outside of the 10 hour contracted time as stated above, will be billed according to the hourly rate plus any payroll related costs of the Nutrition, Inc. staff needed to provide the catered event.
- Nutrition, Inc. will provide its purchasing department's buying power to assist in financial savings to the Erie County Technical School's Culinary Department. Nutrition, Inc. will monitor the orders placed by the Culinary Department and make recommendations as to which items to purchase to avoid extra shipping costs. Nutrition, Inc. will not be responsible for items that are out of stock, or delivery delays by the vendors. It will be the responsibility of the Erie County Technical School to purchase items not available thru the Nutrition, Inc. vendors, out of stock items or items not delivered within the time frame needed. It is recommended that the

orders placed with Nutrition, Inc. vendors are accurate and ordered well in advance of the event. The Erie County Technical School will be responsible for the payment of all invoices.

- Erie County Technical School shall indemnify and hold harmless Nutrition, Inc., and its agents and its employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the sale of food products, other operations, workers compensation, employment tax withholdings, benefits or any employment related claims made by the Erie County Technical School, or its agents on the premises.
- Nutrition, Inc. will work with the Culinary Department if the need arises for culinary student co-op opportunities and assistance with catering events.
- The Erie County Technical School Culinary contact person will have the responsibility of day-to-day operations, production and staffing needs.
- In accordance with the Pennsylvania Department of Education's regulations, Nutrition, Inc. will not develop the Request for Proposal should the district choose to contract food services.
- Nutrition, Inc. or the Erie County Technical School District may terminate the contract for cause by giving 30 days written notice.

Erie County Technical School

Nutrition, Inc.

Signature

Erie County Technical School

Date

Witness Signature

Signature

Mrs. Melissa Kingen
Regional Manager

Date

Witness Signature