

AGREEMENT FOR AFTER SCHOOL SNACK PROGRAM
SOUTH COUNTY FAMILY YMCA

This Agreement is made and entered into this ____ day of August, 2009, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and The South County Family YMCA, Inc., a Florida not-for-profit corporation ("South County YMCA").

WITNESSETH:

WHEREAS, South County YMCA provides an After School program at the School Board's facilities ("Facilities") listed on Exhibit "A" attached hereto; and

WHEREAS, South County YMCA is desirous of a snack program in conjunction with the After School program; and

WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a snack program.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1. The School Board, in cooperation with South County YMCA, shall make snacks available to children enrolled in the After School programs at the Facilities at a charge of \$.74 for students with a paid meal status, \$.37 for students eligible to receive reduced priced meals, and no charge for students eligible to receive free meals under current National School Lunch Program (NSLP) guidelines.

2. The term of this Agreement shall be for a period of ten (10) months, commencing on August 24, 2009, and terminating on June 4, 2010, unless sooner terminated as provided herein.

3. The snack service shall be in accordance with United States Department of Agriculture, (U.S.D.A.) snack requirements, as set forth in the "After School Snack Menu Requirements."

4. South County YMCA personnel shall be responsible each day for picking up the snacks prior to the close of the cafeteria at each of the Facilities' cafeterias.

5. The School Board Food and Nutrition Services managers at the Facilities shall receive daily snack counts from South County YMCA After School personnel. South County YMCA After School personnel shall gather and submit information, following procedures outlined under the National School Lunch Program After School Snack Program. Actual snack counts will be submitted to the Food and Nutrition Services Manager on a daily basis for invoicing to South County YMCA. Snacks ordered but not recorded as being received by a child will be invoiced at \$.80 per snack.

6. South County YMCA shall remit payment to the School Board to the attention of the Director, Food and Nutrition Services Department, 101 Old Venice Road, Osprey, Florida 34229, within thirty (30) days of receipt of invoices.

7. South County YMCA shall indemnify and hold harmless the School Board from and against all liabilities, claims, demands, suits, causes of action, loss and expenses including attorneys fees, of any and every kind and nature arising from the negligent or intentional act of agents or employees of the South County YMCA in connection with the provision of snacks under this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to reduce any protection from suit or judgment afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

8. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice.

9. Any notice given pursuant to this Agreement shall be as follows:

To South County YMCA: South County Family YMCA, Inc.
701 Center Road
Venice, Florida 34292

To the School Board: Director, Food and Nutrition
Services Department
The School Board of Sarasota
County, Florida
101 Old Venice Road
Osprey, FL 34229

10. This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials as of the day and year first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Caroline G. Zucker, Chair

Approved for Legal Content
July 21, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

THE SOUTH COUNTY FAMILY YMCA, INC.

By: _____
Ken Modzelewski, C.E.O.

ATTACHMENT A

**The South County Family YMCA
After School Snack Programs**

Garden Elementary School
Laurel/Nokomis School