

AGREEMENT FOR MEAL SERVICE
LITTLE PILGRIM PRESCHOOL

This Agreement is made and entered into this ____ day of August 2011, 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 Little Pilgrim Preschool.

WITNESSETH:

WHEREAS, Little Pilgrim Preschool is desirous of a lunch program.

WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a lunch 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 Little Pilgrim Preschool, shall make lunch available to children enrolled in the Little Pilgrim Preschool program at the current charge of \$3.25 for lunch per child per day.
2. The term of this Agreement shall be for the period commencing on August 22, 2011, and terminating on June 4, 2012, unless sooner terminated as provided herein.
3. The lunch service shall be in accordance with United States Department of Agriculture, (U.S.D.A.) meal requirements, as set forth in the "Food Service Pattern for the National School Lunch Program." The Food and Nutrition Services program shall be administered by a Registered Dietitian.
4. Little Pilgrim Preschool shall be responsible each day for picking up the lunches at the Alta Vista Elementary School cafeteria and returning all equipment thereto prior to the close of school each day.
5. Little Pilgrim Preschool will pick up packaged lunches at Alta Vista Elementary School and immediately return to Little Pilgrim Preschool. Food must be transported in approved hot and cold food holding equipment.
6. Little Pilgrim Preschool shall be responsible for contacting Alta Vista Elementary School two hours prior to lunch pick-up with an accurate count for lunches. Lunches will be served at Little Pilgrim Preschool immediately following arrival of the food.

7. The Alta Vista Elementary Food and Nutrition Services manager shall submit actual daily meal counts, verified by Little Pilgrim Preschool personnel, to the Food and Nutrition Services Department Central Office on a monthly basis for invoicing to Little Pilgrim Preschool.

8. Little Pilgrim Preschool 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. Payments not received within the aforementioned 30 days will be subject to interest at a rate of 1.5% per month.

9. Little Pilgrim Preschool 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 Little Pilgrim Preschool in connection with the provision of breakfasts and lunches 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.

10. This Agreement may be terminated by either party upon thirty (30) days' written notice.

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

To Little Pilgrim Preschool: Little Pilgrim Preschool
1031 South Euclid
Sarasota, FL 34237

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

12. 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: _____
Frank Kovach, Chair

Approved for Legal Content
July 12, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

LITTLE PILGRIM PRESCHOOL

By: _____
Janet Maxham, Director