

AGREEMENT FOR MEAL SERVICE
CHILDREN FIRST, INC.

This Agreement is made and entered into this ____ day of July, 2008, 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 Children First, Inc., a Florida not-for-profit corporation ("Children First").

WITNESSETH:

WHEREAS, Children First as the recipient of the Head Start Grant operates a Head Start program at the School Board's facilities ("Facilities") listed on Exhibit "A" attached hereto; and

WHEREAS, Children First is desirous of a breakfast and lunch program in conjunction with the Head Start program; and

WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a breakfast and 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 Children First, shall make breakfast and lunch available to children enrolled in the Head Start program at the Facilities at the current charge of \$1.38 for breakfast and \$2.57 for lunch per child per day (as reported by the Federal Register, July 10, 2008). Adult lunches are available at \$3.00 per meal.

2. The term of this Agreement shall be for a period of ten (10) months, commencing on August 18, 2008, and terminating on May 29, 2009, unless sooner terminated as provided herein.

3. The breakfast and 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 and Breakfast Programs." The Food and Nutrition Services program shall be administered by a Registered Dietitian in accordance with Head Start guidelines.

4. Children First shall be responsible each day for picking up the breakfasts and lunches, in bulk, at each of the Facilities' cafeterias and returning all equipment thereto prior to the close of school at the Facilities each day.

5. The School Board Food and Nutrition Services managers at the Facilities shall submit actual daily meal counts, verified by Children First Head Start personnel, to the Food and Nutrition Services Department Central Office on a monthly basis for invoicing to Children First.

6. Children First 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. Children First 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 Children First 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.

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

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

To Children First: Children First, Inc.
1651 North Orange Avenue
Sarasota, FL 34236

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: _____
Dr. Kathy Kleinlein, Chair

Approved for Legal Content
July 11, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

CHILDREN FIRST, INC.

By: _____
Philip Tavill, Executive Director

EXHIBIT "A"

Gulf Gate Elementary