

AGREEMENT FOR MEAL SERVICE
PRIDE AND JOY PRESCHOOL.

This Agreement is made and entered into this ____ day of October, 2008, effective September 15, 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 Pride and Joy Preschool ("Pride and Joy").

WITNESSETH:

WHEREAS, Pride and Joy operates a preschool program at 3341 Gocio Road in Sarasota, Florida, and

WHEREAS, Pride and Joy is desirous of a lunch program in conjunction with its preschool program; and

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 Pride and Joy, shall make lunch available to children enrolled in the preschool program at Pride and Joy at the current charge of \$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 nine (9) months, commencing on September 15, 2008, and terminating on May 29, 2009, 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 and Breakfast Programs ("NSLBP"). Pride and Joy is a NSLP recipient agency.
4. Pride and Joy shall be responsible each day for picking up the lunches, in bulk, at Gocio Elementary School's cafeteria and returning all equipment prior to Gocio Elementary School's close of school each day.
5. The School Board's Food and Nutrition Services manager at Gocio Elementary School shall submit actual daily meal counts, verified by Pride and Joy personnel, to the Food and Nutrition Services Department's Central Office on a monthly basis for invoicing to Pride and Joy.
6. Pride and Joy 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 each monthly invoice.

7. Pride and Joy 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 Pride and Joy in connection with the provision of 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 of Pride and Joy 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 Pride and Joy: Pride and Joy Preschool
3341 Gocio Road
Sarasota, FL 34235

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 the 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
September 8, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

PRIDE AND JOY PRESCHOOL

By: _____
Carol Shelby, Director