

AGREEMENT FOR AFTER SCHOOL SNACK PROGRAM  
SARASOTA YMCA

This Agreement is made and entered into this 3<sup>rd</sup> day of September, 2013, effective August 19, 2013, 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 YMCA Children, Youth and Family Services, Inc., a Florida not-for-profit corporation ("Sarasota YMCA").

WITNESSETH:

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

WHEREAS, Sarasota 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 Sarasota YMCA, shall make snacks available to children enrolled in the After School programs at the Facilities at a charge of \$.85 for students with a paid meal status, \$.15 for students at reduced status, 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 the period commencing on August 19, 2013, and terminating on June 2, 2014, 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. Sarasota 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 shall receive daily snack counts from Sarasota YMCA After School personnel. Sarasota 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 Sarasota YMCA. Snacks ordered but not recorded as being received by a child will be invoiced at \$.90 per snack.

6. Sarasota 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. Sarasota 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 Sarasota 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 Sarasota YMCA:           The YMCA Children, Youth and  
  Family Services, Inc.  
  One South School Avenue, Suite 301  
  Sarasota, Florida 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

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: \_\_\_\_\_  
Jane Goodwin, Chair

Approved for Legal Content,  
August 21, 2013, by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed:    ASH   

THE YMCA CHILDREN, YOUTH AND  
FAMILY SERVICES, INC.

By: \_\_\_\_\_  
Paul B. Smith, C.E.O.

**ATTACHMENT A**

**The YMCA Children, Youth and Family Services, Inc.  
After School Snack Programs**

Ashton Elementary School  
Fruitville Elementary School  
Phillippi Shores Elementary School  
Southside Elementary School  
Imagine Palmer Ranch