

AGREEMENT FOR MEAL SERVICE
AMIKIDS, INC.

This Agreement is made and entered into this 21st day of August 2012, 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 AMIkids, Inc., a Florida not-for-profit corporation ("AMIkids").

WITNESSETH:

WHEREAS, AMIkids is desirous of having a breakfast and lunch program.

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 AMIkids, shall make breakfast and lunch available to children enrolled in the AMIkids program at the current charge of \$1.55 for breakfast and \$2.86 for lunch per child per day (as reported by the Federal Register, July 24, 2012). Adult lunches are available at \$3.25 per meal.

2. The term of this Agreement shall be for the period commencing on August 20, 2012, and terminating on May 31, 2013, 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 & Breakfast Program." The Food and Nutrition Services program shall be administered by a Registered Dietitian.

4. AMIkids shall be responsible each day for picking up the breakfasts and lunches at the Booker High School cafeteria and immediately returning to AMIkids. Food must be transported in approved hot and cold food holding equipment.

5. AMIkids shall be responsible for contacting Booker High School two hours prior to lunch pick-up with an accurate count for lunches and an estimate for the following morning's breakfast. Lunches will be served at AMIkids immediately following arrival of the food.

6. The Booker High School Food and Nutrition Services manager shall submit actual daily meal counts, verified by AMIkids personnel, to the Food and Nutrition Services Department Central Office on a monthly basis for invoicing to AMIkids.

7. AMIkids 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.

8. AMIkids 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 AMIkids 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.

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

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

To AMIkids: AMIkids
1844 17th Street
Sarasota, Fl 34234
(941) 408-7600

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

11. 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
August 16, 2012, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

AMIKIDS, INC.

By: _____
Rebecca Corrigan, Program Director