

AGREEMENT FOR FOOD SERVICE

THIS AGREEMENT is made and entered into by and between The School Board of St. Lucie County hereinafter referred to as "The School Board" and the Project R.O.C.K. - Port St. Lucie FL, hereinafter referred to as "Project R.O.C.K.-SOUTH".

1. The School Board of St. Lucie County agrees to the following provisions:

- a. To supply meals, inclusive of milk to St. Lucie County School District students attending Project R.O.C.K. on every regularly scheduled preparation day in St. Lucie County School District according to the District published school menu as appropriate.
- b. To use the kitchen at Floresta Elementary School, 1501 SE Floresta Drive, Pt. St. Lucie, FL, Phone (772) 340-4768 as the base kitchen for Project R.O.C.K. – SOUTH meals.
- c. Pursuant to the provisions of the National School Lunch Program and School Breakfast program, The School Board will assure that said meals meet the minimum requirements as to nutritive value and content.
- d. To pay for costs incurred for all purchased food, non-food supplies and labor associated with the preparation of above meals.
- e. To collect and account for all federal, state, and local revenue associated with the meal program, according to School Board policy and appropriate meal status. Student meals will be provided at no cost to students attending Project R.O.C.K.-SOUTH. The appropriate School Board approved meal prices will be charged to all adults participating in the meal program.
- f. To provide such small utensils as are necessary to provide for daily meal service.

2. Project R.O.C.K. - SOUTH agrees to the following provisions:

- a. To provide for tables and seating to accommodate all students enrolled who wish to participate in the meal program.
- b. To schedule adequate time for meal service for both breakfast and lunch.
- c. To contact the base kitchen by 8:00 a.m. and provide numbers of breakfasts and lunches needed daily for students attending.
- d. To pick up the meals from the base kitchen and transport them in time for meal service daily.

- e. To provide for adult assistance in the service of meals to students including responsibility for accurately reporting all meals served to students and adults by reporting to the base kitchen manager daily the name and school of each student and adult who received a breakfast and/or lunch, each day, pursuant to the provisions of the National School Lunch Program and School Breakfast program. Any monies collected for adult meals must be deposited with the base kitchen manager on a daily basis.
 - f. To provide for adequate refrigeration, heating equipment, and storage facilities as appropriate for all food and non-food supplies associated with the meal program.
 - g. To permit the School Board and any of its duly authorized representatives, at any time during the regular school day or other working hours, to observe meal service and inspect all equipment and facilities used in connection with the meal program to assure compliance with this contract and all applicable health and safety rules and regulations.
 - h. To provide free and reduced priced meal application forms to any requesting student in their program, to collect completed application forms and forward to the St. Lucie County School Food Service District Office, and to distributed notification of approval letters to households.
 - i. To ensure all food and supply items owned by the School Board are used exclusively for meals served to students participating in the lunch and breakfast programs.
3. Both parties agree to the following provisions:
- a. To the extent permitted by law, Project R.O.C.K.-SOUTH shall indemnify and hold the School Board harmless from any liability for any claim, action, damage, injury, liability, cost, or expense of any kind whatsoever, including, but not limited to, attorney's fees and court costs arising out of injury to a person or property damage as a result of any act, including negligence or willful misconduct, of Project R.O.C.K.-SOUTH or its employees, arising out of or in connection with the performance of this contract.
 - b. To the extent permitted by law, the School Board shall indemnify and hold Project R.O.C.K.-SOUTH harmless from any liability for any claim, action, damage, injury, liability, cost, or expense of any kind whatsoever, including, but not limited to, attorney's fees and court costs arising out of injury to a person or property damage as a result of any act, including negligence or willful misconduct, of the School Board or its employees, arising out of or in connection with the performance of this contract.

c. Civil Rights Requirements. Both parties agree to comply with the following:

- 1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- 3) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- 4) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849 et seq., which prohibits discrimination on the basis of race, creed, national origin, sex, handicap, political affiliation or beliefs.
- 6) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 7) All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

Both parties agree that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon Project R.O.C.K. - SOUTH, the School Board, their successors, transferees, and assignees for the period during which services are provided.

Each party further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

d. Termination:

1) Termination at Will

This contract may be terminated by either party upon no less than sixty (60) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties.

2) Termination for Breach

In the event of a breach, the non-breaching party may terminate this contract upon no less than twenty-four (24) hours written notice. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

- e. Audit: Project R.O.C.K.-SOUTH agrees that until the expiration of three years after completion of all activities under this contract, the School Board and any of its duly authorized representatives shall have access to and the right to examine any and all directly pertinent books, documents, papers and records of Project R.O.C.K. - SOUTH involving transactions related to this contract. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until three years after completion of all activities under this contract.

f. Notice and Contact

- 1) The name, address, and telephone number of the representative for the School Board for this contract is:

Deborah R. Wuest, F.S. Director (772) 429-6190
School Board of St. Lucie County
4202 Okeechobee Road
Ft. Pierce, FL 34947

- 2) The name, address, and telephone number of the representative of Project ROCK responsible for administration of the program under this contract is:

Lorna Freckleton, Executive Director (772) 237-5723/ (772) 621-0400
Project R.O.C.K. South, Inc.
439 Pt. St. Lucie Blvd., Suite 101
Port St. Lucie, FL 34984

3) In the event that a different Project R.O.C.K. - SOUTH representative or School Board representative is designated after contract execution, notice of the name and address of the representative will be rendered in writing to the other party and said notification shall then be attached by each party to originals of this contract.

g. Re-negotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original contract. The parties agree to re-negotiate this contract if federal and/or state revisions of any applicable laws or regulations make changes in this contract necessary.

h. Venue

The venue for all legal and administrative proceedings construing this contract shall be St. Lucie County, Florida. This contract shall be governed by and construed under the laws of the State of Florida.

This agreement shall be effective as of August 19, 2013 or the date the agreement is fully executed, whichever is later, and will extend through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

School Board of St. Lucie County, Ft. Pierce, FL. Project R.O.C.K., Port St. Lucie, FL

Signed by: _____

Signed by:  _____

Name: _____

Name: LORNA FRECKLETON

Title: _____

Title: EXECUTIVE DIRECTOR

Date: _____

Date: 7/31/13