

AGREEMENT FOR FOOD SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2011, between Imagine Schools - Nau Campus Charter of St. Lucie, Inc. ("School") and the SCHOOL BOARD OF ST. LUCIE COUNTY, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution ("Sponsor").

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes to grant to a non-profit organization a charter to operate a charter school within the school district; and

WHEREAS, the School has been granted the authority by the Sponsor to operate a charter school in St. Lucie County, Florida pursuant to Section 1002.33, Florida Statutes; and

WHEREAS, the School is desirous of obtaining food services from the Sponsor, and the Sponsor is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth, the parties agree as follows:

ARTICLE 1 - SPECIAL CONDITIONS

- 1.01 Effective Date.** The Term of this Agreement shall be July 1, 2011 through June 30, 2012.
- 1.02 Program Participation.** The Sponsor agrees to add and include the School as a program site in its existing Child Nutrition Program Agreement 01-0056 with the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").
- 1.03 Meal Applications.** The School will provide a free and reduced price meal application to all students enrolled in the charter school. The School will designate a representative who will serve as its Program Designee and be responsible for distributing these applications. The Sponsor's Food and Nutrition Services Department will be responsible for final processing of all applications.
- 1.04 Meal Provided.** The Sponsor will provide the School with meals that meet the minimum meal pattern requirements for the Program including required components and portions sizes. The meals will be prepared and documented by Sponsor's Food and Nutrition Services Department personnel in a timely manner. All required food items and supplies will be provided by the Sponsor. Meals will be prepared by the Sponsor and delivered to the School daily.
- 1.05 Meal Prices.** The School agrees to charge meal prices to students and adults consistent with those prices charged by the Sponsor which may be amended by the Sponsor from time to time.

- 1.06 Equipment Provided.** The Sponsor will provide the School basic equipment to finish any meal preparation on site including services and recording meals served through the Sponsors point of sale. The equipment provided would include heating and cooling equipment, serving equipment, transportation and point of sale. The purchase of the equipment would require a three year commitment with the Sponsor to recover from additional expenses otherwise not offered to the School.
- 1.07 Point of Service Procedures.** The Sponsor's Food and Nutrition Services Department personnel will comply with all procedures required under the Program to ensure accuracy at the point of service. The School will comply with all federal, state and local rules and procedures pertaining to the administration of the Program. The Sponsor shall collect and track student and adult payments for meals for the School.
- 1.08 Program Monitoring.** The Sponsor's Food and Nutrition Services Department will monitor and observe the School's implementation of the Program and will provide technical assistance to the School to ensure Program compliance.
- 1.09 Audits.** With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its designee(s) shall have full access to inspect and copy any records reasonably necessary for the conduct of such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in St. Lucie County, Florida. Each Party agrees to provide a reasonable and sufficient workspace for the use of the inspecting or auditing Party's personnel during such inspection or audit.
- 1.10 Indemnification.** Each party agrees to be fully responsible for its acts of negligence or its agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 2 – GENERAL CONDITIONS

- 2.01 No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 2.02 No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

- 2.03 Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 2.04 Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 2.05 Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 2.06 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 2.07 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 2.08 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 2.09 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 2.10 Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

With a Copy to: Deborah Wuest, Director of Food and Nutrition Services
4204 Okeechobee Road
Ft. Piece, Florida 34947

To School: Mary Karnetsky, Principal
Imagine Schools – Nau Campus
4402 SW Yamada Drive
Port St. Lucie, Florida 34953

With a Copy to: _____
Name to be provided by SCHOOL

Address

City, State, Zip

2.18 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

2.19 Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as of the date first above-written.

THE SCHOOL BOARD OF
ST. LUCIE COUNTY, FLORIDA

By _____
Kathryn Hensley, Chairman

IMAGINE NAU CHARTER OF ST.
LUCIE, INC

By _____
Title