

**ST. LUCIE COUNTY SCHOOL BOARD
CHILD NUTRITION PROGRAM
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 Provider”, **Pace**.

1. The Provider agrees to the following provisions:

- a. To supply meals, inclusive of milk, to the PACE facility known as the Eckerd Leadership Program - Ft. Pierce, hereinafter referred to as “PACE”, on every regularly scheduled preparation day in St. Lucie County School District, with and for the rates herein listed*: Current charge rate for each meal will be based on current USDA Federal reimbursement rates.

Breakfasts	1.80 each
Lunches	2.79 each
Snacks76 each

- b. Pursuant to the provisions of the National School Lunch Program or School Breakfast Program Regulations, the Provider will assure that said meals meet the minimum requirements as to nutritive value and content, and will maintain full and accurate records that the institution will need to meet its responsibility including the following:

- 1) Menu Records, including amount of food prepared for each meal.
- 2) Meals, including daily number of meals delivered by type.
- 3) Other reports as requested.

- c. To retain records required under the preceding clause for a period of 3 years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of **PACE**, the U.S. Department of Agriculture, and the General Accounting Office for audit or administrative review at a reasonable time and place.

- d. To provide food in bulk packing, whenever possible.

- e. The Provider will follow HACCP procedures that are mandated by the Child Nutrition Program. The site will provide a Daily Meal Count Form that documents daily temperature of the meals. The Provider will assure that all meals meet the minimum temperature requirement before leaving the premises. Meal temperatures must be recorded before pickup and signed off by the PACE staff member as being accurate. Once meals leave the premises it is the PACE responsibility to maintain proper temperatures as follows:

Hot Food:	Above 140 degrees Fahrenheit
Cold Food:	Below 40 degrees Fahrenheit

- f. Provide a monthly invoice for all meals purchased. The invoice will reflect the number of breakfast and lunch meals provided for each day of the preceding month at the rates referenced above.

2. **PACE**, agrees to the following provisions:

- a. **PACE**, will pick up breakfast and lunch meals at mutually agreed upon times each day.
- b. **PACE**, will notify the designated cafeteria manager of the number of meals needed each morning by 8:30 a.m.
- c. Insulated containers food is packed in from the prior day will be returned the next day when meals are picked up.
- d. Invoices from the provider will be paid within 20 days of receipt.

3. Both parties agree to the following provisions:

- a. Indemnification: The Provider agrees to indemnify PACE, upon notice for any liabilities caused by the Provider's or its employees' or agents' negligent or tortuous acts or omissions within the scope of their employment under this contract up to the limits of sovereign immunity set forth in Section 768.28, Florida Statutes. The Provider further agrees to defend PACE and to hold it harmless, upon receipt of the PACE's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages, or liabilities, including court costs and attorney's fees incurred by PACE because of the negligent or tortuous acts or omissions of the Provider or its employees, agents or subcontractors. Nothing herein shall be construed as consent by a Provider who is a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

The Provider shall have no obligation to indemnify, hold harmless or defend PACE from any claims, suits, judgments, or damages arising out of any conduct of PACE.

- b. Assignments and Subcontracts:

- 1) To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of PACE. No such approval by PACE of any assignment of subcontract shall be deemed in any event to provide for PACE incurring any obligation in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract and to any conditions of approval that PACE shall deem necessary.

- c. Civil Rights Requirements:

- 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, P.L. 101-336, 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 PACE, the Provider, its successors, transferees, and assignees for the period during which services are provided.

Both parties further assure that all contractors, subcontractors, subgrantees, 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
Unless the Provider's breach is waived by PACE in writing, PACE may, by written notice to the Provider, terminate this contract upon no less than twenty four (24) hours notice. If applicable, PACE may employ the default provision in Chapter 60A 1.006(4), Florida Administrative Code. Waiver of breach of any provisions 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. The provisions herein do not limit PACE's right to remedies at law or to damages.

Both parties further assure that all contractors, subcontractors, subgrantees, 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.

e. Notice and Contact

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

Deborah R. Wuest, F.S. Director
School Board of St. Lucie County
4204 Okeechobee Road
Ft. Pierce, FL 34947

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

- 3) In the event that a different **PACE** representative or Provider representative is designated after contract execution, notice of the name and address of the new PACE representative or Provider 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.

f. Re-negotiation or Modification

- 1) 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.

- 2) The rate of payment may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the budget process.

g. 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 July 1, 2011 or the date the agreement is fully executed, whichever is later, and will extend through June 30, 2012.

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

School Board of St. Lucie County - Provider _____, Inc.

Signed by: _____
School Board Chairperson

Signed by: _____

Name: _____

Name: _____

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____