

**Agreement to Furnish Food Service for the Summer Food Service Program 2022**

This agreement is made and entered into between DeKalb County School District and DeKalb County, Government. WHEREAS the DeKalb County School District agrees to provide daily utilized meals inclusive of milk to DeKalb County, Government for the rates herein listed:

Price Per Meal	Meal Type		# Meals Needed Per Day		# of Operating Days for Contract Period		Estimated Total Cost for Food Service Contract
\$2.10	Breakfast	X	1,700	X	38		\$135,660.00
\$3.70	Lunch	X	2,000	X	38		\$281,200.00
						Total Meal Cost	\$416,860.00

**Optional Delivery: Refrigerated Trucks**

Price Per Truck	Service Type		# of Trucks Per Day		# of Delivery Days for Contract Period		Estimated Total Cost for Food Delivery
213.00	Delivery	X	3	X	38		\$24,282.00
22%	Driver /Fuel	X	3	X	38		\$5,342.04
						Total Transportation Cost	\$29,624.04

**Total Estimated Cost of Food Service for Contract Period= \$446,484.04**

It is further agreed that the DeKalb County School District, pursuant to the provisions of the Summer Food Service Program regulations, 7 CFR Part 225, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, as found in School Food Service Program ("SFSP") regulations 225.16 and SFSP Food Crediting Guide, and will maintain full and accurate records that DeKalb County Government will need to meet its responsibility, including menu records containing the amount of food prepared and daily number of meals delivered by type. It is further understood that DeKalb County Government is ultimately responsible for documenting and assuring nutritional adequacy according to 7 CFR 225.

These records must be reported to the DeKalb County Government promptly by the last calendar day of the month. DeKalb County School District agrees also to retain school nutrition program accountability records required under the preceding clause for a period of five (5) years plus the current year from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, make all accounts and records pertaining to the Program available to Bright From the Start, Georgia Department of Early Care and Learning, Georgia Department of Education-School Nutrition Division, USDA and the General Accounting Office for audit or administrative review at a reasonable time and place.

Refrigerated Truck Delivery/Transportation. Delivery option includes cost of truck rental, driver, and fuel expense. Vendor selection for truck rental will be chosen based on three (3) quotes. The lowest and most responsive vendor of the three quotes will be selected to provide services. If delivery option is not selected, DeKalb County Parks and Recreation agrees to pick up meals from designated hub site. Meals must be contained in appropriate transporting equipment. All temperatures should be taken prior to pick up and again upon delivery.

Reconciliation. DeKalb County School District will provide a list of meals served to DeKalb County Government biweekly for meal reconciliation. Once meals have been reconciled by both Parties and invoice will be generated and issued to DeKalb County Government.

Payment. The DeKalb County School District shall send an itemized invoice by certified mail addressed to: **Mason Mill Recreation Center, 1340-8 McConnell Drive, Decatur, GA 30033 Attn: Rose Myrick.** Within thirty (30) days of receipt of the itemized invoice, the DeKalb County Government shall remit payment to the District by certified mail addressed to: **DeKalb County School District, School Nutrition Department, 1780 Montreal Road, Tucker, GA 30084, Attn: Dr. Connie Walker, SNS Executive Director.**


Entire Agreement. This agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior, contemporaneous, written or oral negotiations, agreements, or understandings between the Parties regarding such matters.

Modification. This agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.

Governing Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. All actions or proceedings arising out of or related to this Agreement shall be brought in the state or federal courts located in or for DeKalb County, Georgia. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of such courts and waives its rights to bring any action or proceedings against the other Party except in such courts.

Effective Period of Agreement. This agreement shall be effective as of May 31, 2022 until June 30, 2022, at which time the agreement shall terminate absolutely and without further obligation on the part of DeKalb County School District. The agreement shall automatically renew on July 1, 2022 through July 22, 2022, at which time the agreement shall terminate absolutely and without further obligation on the part of DeKalb County School District. It may also be terminated by notice in writing given by any Party to the other Party, at least 10 days prior to the date of termination.

IN WITNESS THEREOF, the parties here to have executed this agreement as of the dates indicated below:



DeKalb County School District  
Cheryl Watson-Harris, Superintendent

3-29-2022

Date: MM/DD/YY



DeKalb County, Government  
Michael L. Thurmond, CEO

04/04/2022

Date: MM/DD/YY

This Institution is an equal opportunity provider and employer. The Summer Food Service Program is an equal opportunity program. If you believe you or anyone has been discriminated against because of race, color, national origin, sex, age, or disability, write immediately to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (800) 795-3272 or (202) 720-5382.

**APPENDIX I**

**Monthly Contract Breakdown**

**May 31 & JUNE 2022**

Price Per Meal	Meal Type		# Meals Needed Per Day		# of Operating Days for Contract Period		Estimated Total Cost for Food Service Contract
\$2.10	Breakfast	X	1,700	X	23		\$82,110.00
\$3.70	Lunch	X	2,000	X	23		\$170,200.00
					Total Meal Cost		\$ 252,310.00

**Optional Delivery: Refrigerated Trucks**

Price Per Truck	Service Type		# of Trucks Per Day		# of Delivery Days for Contract Period		Estimated Total Cost for Food Delivery
213.00	Delivery	X	3	X	23		\$14,697.00
22%	Driver /Fuel	X	3	X	23		\$3,233.34
					Total Transportation Cost		\$17,930.34

**Total Estimated Cost of Food Service for June 2022 = \$270,240.34**

**JULY 2022**

Price Per Meal	Meal Type		# Meals Needed Per Day		# of Operating Days for Contract Period		Estimated Total Cost for Food Service Contract
\$2.10	Breakfast	X	1,700	X	15		\$53,550.00
\$3.70	Lunch	X	2,000	X	15		\$111,000.00
					Total Meal Cost		\$164,550.00

**Optional Delivery: Refrigerated Trucks**

Price Per Truck	Service Type		# of Trucks Per Day		# of Delivery Days for Contract Period		Estimated Total Cost for Food Delivery
213.00	Delivery	X	3	X	15		\$9,585.00
22%	Driver /Fuel	X	3	X	15		\$2,108.70
					Total Transportation Cost		\$11,693.70

**Total Estimated Cost of Food Service for July 2022 = \$176,243.70**

## Food Service Management Contracted Labor Agreement to Furnish Meals – Pay per Staff (SFSP)

This agreement is entered into between DeKalb County Recreation Dept. and DeKalb County School District  
SFSP Sponsoring Organization Name of FSMC

where pre-packaged, self-contained and/or bulk food items are purchased by DeKalb County Recreation Department  
SFSP Sponsoring Organization  
 and food is then prepared, combined, and/or cooked by the Food Service Management Company (caterer, restaurant, school food authority, etc.) named in this agreement.

DeKalb County School District agrees to provide daily unitized meals/snacks (inclusive) of milk/juice to  
Name of FSMC Circle one option

DeKalb County Recreation Department for the rates herein listed below per number of staff and hours per week:  
SFSP Sponsoring Organization

Staff Hourly Rate	X	# of Staff	X	# of Hours per Week	X	# of Weeks for Agreement Period *	=	Estimated Salary of Staff
\$ N/A	X		X		X		=	\$ 0
\$ N/A	X		X		X		=	\$ 0
<b>Total Estimated Salary for all Staff</b>								<b>\$ 0</b>

It is further agreed that DeKalb County School District, pursuant to the provisions of the SFSP Federal regulations, 7 CFR Part 225 and the USDA Food Crediting Handbook, attached copies of which are part of this agreement, will ensure that meals/snacks meet the minimum meal pattern requirements, including creditable components and accurate portion sizes.  
Name of FSMC

DeKalb County School District agrees to maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meal/snacks ordered. Said records will be provided to promptly to the named Sponsoring Organization on the last calendar day of each month to meet its responsibility. It is further understood that the SFSP Sponsoring Organization is ultimately responsible for meeting accurate record keeping requirements and submission of all monthly claims for reimbursement in accordance with 7 CFR 225.  
Name of FSMC

The above mentioned Food Service Management Company agrees to meal and/or snack preparation and food specification according to the terms outlined below:

### Meal Preparation

Meals shall be prepared in accordance with State and local health standards.

### Food Specifications

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products, shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and be consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications. Special meal requirements to meet ethnic or religious need may not be specified, unless necessary to meet the needs of participants served.

Controlled processing is required for the safe preparation of food entering commerce. All food products will be obtained from sources that are under inspection of the authority having jurisdiction or otherwise approved by the Health Authority except for fresh produce. Fresh produce may be obtained from local sources. A Cottage License Industry is not considered an approved source for a foodservice establishment. Food must be purchased from commercial supplies under regulatory control. The source from where the food is purchased must have a wholesale license (unless it is fresh produce that is purchased). Sources of packaged food must be labeled in accordance with law. Food shall be kept at proper temperature during transport to the foodservice establishment and received at the proper temperature at the foodservice establishment.

DeKalb County Recreation Department  
Name of Sponsoring Organization  
acknowledges its responsibility to pay for all meals/snacks delivered in accordance with this Agreement and federal regulations. DeKalb County School District  
Name of FSMC understands that neither USDA nor

Bright from the Start assumes any liability for payment of meals/snacks delivered, or the differences between the number of meals/snacks delivered and the number of meals/snacks served or claimed for reimbursement; nor does Bright from the Start or USDA assume liability for the Sponsor's non-payment for meals.

DeKalb County School District  
Name of FSMC agrees to retain all required records under the preceding clause for a period of three (3) years, plus the current year, from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the SFSP available to Bright from the Start, Georgia Department of Early Care and Learning, USDA, any of its Agents, and the General Accounting Office for audit or administrative review immediately upon request.

This agreement shall be effective as of 05/31/2022 through 07/22/22 and should not extend beyond one year.  
MM/DD/YY MM/DD/YY

The Agreement may be terminated by written notice given by either party to the other party, at least 10 days prior to the date of termination.

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

Dr. Connie R. Walker  
SNS Executive Director  
Name and Title of FSMC Authorized Representative

  
Signature of Authorized Representative

1/12/2022  
Date: MM/DD/YY

Rosemary McGrue  
S.F.S.P Coordinator  
Name and Title of SFSP Sponsoring Organization

\_\_\_\_\_  
Signature SFSP Sponsoring Organization

\_\_\_\_\_  
Date: MM/DD/YY