Dr. Connie R. Walker Executive Director



Mr. Erick Hofstetter Chief Operating Officer

Operations Division - School Nutrition Services 1780 Montreal Road Tucker, GA 30084 678-676-1780

#### **MEMORANDUM**

To:

Dr. Devon Horton

Superintendent

From:

Dr. Connie R. Walker

School Nutrition Executive Director

Through:

Mr. Erick Hofstetter

**Chief Operating Officer** 

Re:

DeKalb Parks and Recreation 2025 Summer Feeding Program Agreement

Date:

May 8, 2025

The Board of Education approved the agreement between the DeKalb County Government and DeKalb County School District ("DCSD") with School Nutrition Services (SNS) at its business meeting on Monday, April 21, 2025, for SNS to serve as the vendor for the 2025 Summer Feeding Program. SNS partners with community programs to ensure every student receives meals needed during the summer months.

The attached DeKalb Parks and Recreation Summer Feeding Program 2025 agreement in the amount of \$31,183.20 is submitted for the Superintendent's signature.

There is no impact to the DeKalb County School District general budget.

# Signature Routing Form

AOM Initials: MA 5.14

Initials:



# For Superintendent's Approval/Signature

Date: 5/7/2025

**Division Head:** Erick Hofstetter (Operations)

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Agreement to furnish Food Service for the Summer Food Service Program 2025 Title of Document:

From (if other than

Dr. Connie R. Walker, SNS Executive Dirctor Division Head):

☐ NO ☑ YES Legal Review:

BOE Approval: ☐ NO ☑ YES

Charge Code: 622.3100.561000.00062.8200.9990.8015.040.0000

Notes: DeKalb Board of Education approved the agreement between

DeKalb County Government and DeKalb County School District ("DCSD") with School Nutrition Services (SNS) at its business meeting on Monday, April 21, 2025, for SNS to serve as the vendor for the 2025 Summer Feeding Program.

SNS partners with community programs to ensure every student receives meals needed during the summer months.

**DEADLINE** and **DUE BY** AREAS ARE FOR URGENT ITEMS ONLY

Deadline: URGENT

**Due by:** | 5/13/2025

Return documents to: Ms. Kea Arthur x61475

For Superintendent's Office Use Only



Robert R. Freeman Administrative Complex 1701 Mountain Industrial Boulevard Stone Mountain, GA 30083

#### MEMORANDUM

TO:

Mr. Erick Hofstetter, Chief Operating Officer

**Division of Operations** 

FROM:

Dr. Devon Q. Horton, Superintendent

Office of the Superintendent

DATE: April 21, 2025

RE:

Contract ~ DeKalb County School District School Nutrition Services (Vendor) ~ Annual DeKalb Parks and Recreation 2025 Summer Feeding Program Agreement

At its business meeting on Monday, April 21, 2025, the DeKalb Board of Education approved the agreement between DeKalb County Government and DeKalb County School District ("DCSD") with School Nutrition Services (SNS) to serve as the vendor for the 2025 Summer Feeding Program. SNS partners with community programs to ensure every student receives meals needed during the summer months.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance C:

Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance



DATI	E RECEIVED:	
MAT	TER ASSIGNED TO	D;

# Request for Legal Assistance DCSD Office of Legal Affairs ATTORNEY – CLIENT COMMUNICATION PLEASE SUBMIT COMPLETED REQUEST FORM TO DCSD OFFICE OF LEGAL AFFAIRS. \*\*\* This request is a confidential communication and should be treated as such \*\*\*

DESCRIPTION	OF	REQUEST
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Title of Item/Topic: <u>Legal Review and Approval Request</u> - <u>Contract</u> - (e.g., contract review, policy matter, etc.)
Date of request:         3/19/2025         Due Date:         3/24/2025         3 to 5 business
Background information/Detail: Contract - DeKalb County School District School Nutrition Services (Vendor) - Annual DeKalb Parks and Recreation 2025 Summer Feeding Program Agreement
PROCUREMENT DETAILS (if applicable)
Include details confirming that all applicable DCSD procurement policies and requirements have been
adhered to:
SUPPORTING DOCUMENTATION
Please attach/include any additional supporting documentation that are relevant to your request.
Description of supporting documentation, if any
REQUIRED AUTHORIZATION
Requested by:
Email: <u>dariene hughes@dekalbschoolsga.org</u> Telephone: <u>678-676-1447</u>
Department: Operations Division
Cabinet Member authorizing the request: <u>Erick Hofstetter</u>
LEGAL APPROVAL
Approved as to form by the DCSD Office of Legal Affairs? ☑ Yes ☐ No -OR- (check one only)
Approved as to form by Outside Legal Counsel?  Yes No *Referrals to Outside Legal Counsel must be coordinated and approved by the DCCD Legal D
Approving Attorney (and law firm if Outside Counsel)

#### APPENDIX !

#### Monthly Contract Breakdown

#### JUNE 2025

Price Per Meal	Meal Type		# Meals Needed Per Day		# of Operating Days for Contract Period		Estimated Total Cost for Food Service Contract
\$2.20	Breakfast	Х	1,700	X	21		
\$3,80	Lunch	Х	2,000	<del>-                                    </del>			\$8,540.00
		- 71	2,000	-	21		\$159,800.00
						Total Meal Cost	\$238 140 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	21		
22%	Driver			<u> </u>			\$13,419.00
	/ Fuel	Х	3	Х	21		\$2,952.18
						Total Transportation Cost	\$16,371,18

Total Estimated Cost of Food Service for June 2025 = \$254,511.18

#### **JULY 2025**

Price Per Meal	Meal Type		# Meals Needed Per Day		# of Operating Days for Contract Period		Estimated Total Cost for Food Service Contract
\$2.20	Breakfast	X	1,700	Х	19		
\$3.80	Lunch	Х	2,000	V			\$71,060.00
			2,000		19		\$144,400.00
						Total Meal Cost	\$215,460.00

## 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	Х	15		
22%	Driver			-	13		\$12,141.00
	/ Fuel	х	3	Х	15		\$2,871.02
			<u> </u>			Total Transportation Cost	\$14.812.02

Total Estimated Cost of Food Service for July 2025 = \$230,272.02

Estimated Grand Total = \$484,783.20



# Agreement to Furnish Food Service for the Summer Food Service Program 2026

This agreement is made and entered into between <u>DeKalb County School District</u> and <u>DeKalb County, Government.</u>
WHEREAS the <u>DeKalb County School District</u> agrees to provide daily unitized meals inclusive of milk to <u>DeKalb County</u>,

<u>Government</u> 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
\$2.20	Breakfast	X	1,700	X	40		
\$3.80	Lunch	Х	2,000	V			\$149,600.00
		^	2,000		40		\$304,000.00
						Total Meal Cost	\$453,600,00

#### **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	40		
22% of	Driver	100	SATISFIELD PROCESS	100	70		\$25,580.00
Price per Truck	/ Fuel	×	3	Х	40		\$5,623.20
						Total Transportation Cost	\$31,183.20

## Total Estimated Cost of Food Service for Contract Period = \$484,783.20

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 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

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 June 02, 2025 until June 30, 2025. The Agreement shall automatically renew on July 01, 2025 through July 26, 2025, unless a notice to terminate is given in writing by any Party to the other Party, at least 10 days prior to the date of termination. Unless terminated earlier in accordance with this Agreement, this Agreement shall automatically terminate absolutely and without further obligation on the part of DeKalb County School District on July 26, 2025. This Agreement 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 Dr. Devon Q. Horton, Superintendent

DeKalb County, Government Lorraine Cochran-Johnson, CEO

2-00-93

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 Avanue, SW, Washington D.C. 20250-9410 or call (800) 795-3272 or (202)720-5382.