

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

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 unitized meals inclusive of milk to DeKalb County, Government for the rates herein listed:

Price Per Meal	Meal Type	X	# Meals Needed Per Day	X	# of Operating Days for Contract Period *	=	Estimated Total Cost or Food Service Contract
\$2.00	Breakfast	X	<b>2,920</b>	X	<b>39</b>	=	\$227,760.00
\$	AM Snack	X		X		=	
\$3.60	Lunch	X	<b>3,674</b>	X	<b>39</b>	=	\$515,829.60
\$	PM Snack	X		X		=	\$
\$	Supper	X		X		=	\$
\$	Evening Snack	X		X		=	\$
Total Estimated Cost of Food							\$743,589.60
Service for Contract Period							

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\*\*, attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, as found in SFSP regulations § 225.16 and the "SFSP Food Crediting Guide," and will maintain full and accurate records that the 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 the 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 records required under the preceding clause for a period of three (3) years 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 Program available to Bright From the Start, Georgia Department of Early Care and Learning, USDA and the General Accounting Office for audit or administrative review at a reasonable time and place.

Payment. The DeKalb County School District shall send an itemized bill by certified mail addressed to: Tucker Recreation Center, 4898 Lavista Road, Tucker, GA 30084 Attn: Rose Myrick. Within thirty (30) days of receipt of the itemized bill, the DeKalb County, Government shall remit payment to the District by certified mail addressed to: DeKalb County School District, School Nutrition Department Attn: Loretta Johnson.

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.

Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all the Parties.

This agreement shall be effective as of June 6, 2016 through July 29, 2016. It may 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 hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
DeKalb County School District  
Dr. R. Stephen Green, Superintendent

\_\_\_\_\_  
DeKalb County, Government  
Lee May, Interim CEO

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

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

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.