

Agreement to Furnish Food Service for the Summer Food Service Program 2024

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 | | # 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 | | \$124,282.00 |
| 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.

Draft Copy

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, 2024 until June 30, 2024. The Agreement shall automatically renew on July 1, 2024 through July 22, 2024, 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 22, 2024. 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 Michael L. Thurmond, CEO |
| _____ | _____ |
| Date: MM/DD/YY | 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 2024

| 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 2024 = \$270,240.34

JULY 2024

| 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 2024 = 176,243.70

Estimated Grand Total = \$446,484.04