

SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT TO PROVIDE FOOD SERVICE BY A SCHOOL FOOD AUTHORITY (SFA)

THIS AGREEMENT is made and entered into and between _____
(Name of School)

and _____
(Name of Sponsoring Organization-“Sponsor”)

WHEREAS the (School) _____ agrees to supply unitized meals (inclusive/
exclusive) of milk and/or juice to (Sponsor) _____ for the rates herein listed,
per meal type:

Breakfast \$ _____ Lunch \$ _____ Snacks \$ _____ Supper \$ _____

It is further agreed that (School) _____, pursuant to the provisions of the Summer Food Service Program for Children regulations found at 7 CFR, Part 225, attached copy of which is part of this Agreement, will assure that said meals meet the minimum meal pattern requirements, found at 7 CFR Part 225.16(d) through (e) as to components and portion sizes, and will maintain full and accurate records that the (Sponsor) _____ will need to meet its responsibility including menu records containing the amount of food prepared and the daily number of meals delivered by type.

These records must be reported to the (Sponsor) _____ promptly at the end of the month. (School) _____ agrees also to retain records required under the preceding clause for a period of 3 (three) 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 representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

Should the State Agency not reimburse meals to the Sponsor due to the fault of the School, the Sponsor may deduct the following cost per meals from the invoice:

Breakfast \$ _____ Lunch \$ _____ Supper or Snack \$ _____

This agreement shall be effective as of ____/____/____. The duration of this agreement shall begin from ____/____/____ and end ____/____/____. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

The (School) _____ AGREES it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to the Act and regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program Applicant receives Federal financial assistance from USDA; and hereby gives assurance it will immediately take any measures necessary to fulfill this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

School Official

Sponsor Official

Title Date

Title Date

Name('s) and Location of food preparation facility(ies): _____

