



State of New Jersey

DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
PO Box 334
TRENTON NJ 08625-0334

PHILIP D. MURPHY
Governor

EDWARD WENGRYN
Secretary

TAHESHA L. WAY
Lieutenant Governor

NEW JERSEY Farm to School Implementation & Staying Power Project AGREEMENT

This Agreement is between the New Jersey Department of Agriculture (hereinafter, the "NJDA") and the **Princeton Public Schools** (hereinafter, the "Program Sponsor"), CN Agreement Number 02104255.

NJDA received an award from the United States Department of Agriculture (hereinafter, the "USDA") entitled USDA FY 2022 Farm to School State Formula Grant. Pursuant to Section 1001 of the American Rescue Plan Act (P.L. 117-2), this grant is for State agencies administering the National School Lunch Program (NSLP) to improve food and agricultural supply chain resiliency (supply chain resiliency). The funds will support State Agency efforts to coordinate and provide technical assistance to build and increase the capacity of participating institutions to procure and use local foods in program meals as well as provide agricultural education opportunities for participating children.

The program sponsor herein meets all eligibility requirements and is receiving funds from CFDA No. 10.645 to be used for the New Jersey Farm to School Implementation and Staying Power Project.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

A. NJDA SHALL:

1. Award the Program Sponsor an amount not to exceed **\$9,724.86** to cover activities and expenditures outlined in the approved application and budget.
2. Reimburse the Program Sponsor within thirty (30) days of NJDA's receipt of documentation from the SFA verifying the expenditures, but not later than September 30, 2026. Documentation of expenditures should be emailed to Melissa Pajak at

melissa.pajak@ag.nj.gov. The total amount distributed to the SFA by NJDA shall not exceed the maximum grant award as specified in this Agreement and/or the award letter. **Costs incurred prior to the date of this Agreement or after August 31, 2026, will not be reimbursed.**

3. NJDA will monitor approved expenditures periodically to ensure the program sponsor is working within their approved budget. **Costs incurred prior to the date of this Agreement or after August 31, 2026, will not be allowable.**

B. PROGRAM SPONSOR SHALL:

1. Return the signed Agreement with original signatures to melissa.pajak@ag.nj.gov **no later than January 30, 2026.**
2. Remain in good standing with the National School Lunch Program or Child and Adult Care Food Program.
3. Expend all funds in accordance with applicable federal, state, and local procurement laws and regulations **no later than August 31, 2026.**
4. Refund to NJDA any grant funds received that are in excess of actual expenses or the total cost of the equipment **no later than September 15, 2026.**
5. Submit to NJDA one progress report or PowerPoint Presentation that details program accomplishments and challenges; the impact on the school food service operation, impacts to the classroom/curriculum, impact to community and partnership; reasons for any unliquidated funds.
6. Maintain full and accurate financial, labor, maintenance and inventory records, and keep such records for on-site inspection for a period of seven (7) years after the end of the fiscal year to which they pertain. This includes warranty and service information and documentation provided by the manufacturer, as well as serial numbers, model numbers, and operation and service manuals provided upon delivery for all equipment purchased and/or installed.
7. Make available to NJDA for examination and audit, at any reasonable time and place, all accounts and records pertaining to the operations and equipment purchase activities conducted pursuant to this Agreement and allow access to its facilities by NJDA employees, auditors, inspectors and agents during normal business hours for on-site inspection of equipment and records.
8. Notify NJDA immediately of any issues or delays in purchasing of goods or services or need to modify the budget in any way. Failure to do so will result in loss of funding.
9. Have and retain sole responsibility of ensuring compliance with the terms and conditions of this Agreement.
10. Report any and all loss, theft or vandalism of equipment, supplies, materials, or services to the local law enforcement agency and file a police report and/or complaint. Notify NJDA immediately in writing of the specific details and circumstances surrounding the damage or loss, regardless of the reason for the damage or loss, and any and all steps taken by the Program Sponsor to mitigate and/or prevent the damage or loss. If it is determined that the Program Sponsor did not take reasonable precautions, the Program Sponsor may be barred from future school grant funding opportunities. Losses will not be replaced.
11. Comply with all reporting instructions and guidance from either NJDA or the USDA.
12. Notify NJDA of its intention to terminate participation in the National School Lunch and/or Child and Adult Care Food Program in order to ensure proper disposition of any and all tangible items purchased with the FY 2022 Farm to School State Formula Grant.

C. INDEMNIFICATION:

The Program Sponsor hereby agrees to indemnify and hold harmless the State of New Jersey, its officers, agents, departments, agencies and employees from any and all liabilities, claims, demands, suits, losses, damages, costs, fines, expenses, attorneys' and witnesses' fees, actions and causes of action arising out of any act or occurrence pertaining to the performance of this Agreement, including, but not limited to the storage, use, handling, installation and distribution of any FY 2022 Farm to School State Formula Grant funded goods or services provided hereunder to or by the Program Sponsor, its officers, agents and employees. This indemnification shall survive the termination of this Agreement, as hereinafter provided, as to any acts or occurrences performed or to be performed hereunder.

D. COMPLIANCE:

The Program Sponsor agrees that the distribution and use of the FY 2022 Farm to School State Formula Grant funds shall be in accordance with all Federal, State, County, and Municipal laws, rules, policies and regulations applicable to the activities in which the Program Sponsor is engaged in the performance of this Agreement. The Program Sponsor understands that it is responsible for any improper distribution or use of these funds and in the event of non-compliance, the Program Sponsor may be required to return to NJDA all funds distributed pursuant to this Agreement.

E. TERMINATION:

This Agreement shall be in effect from the date of execution by both parties until August 31, 2026, unless terminated sooner.

This Agreement may be terminated upon ten (10) days written notice by either party.

NJDA may terminate this Agreement immediately upon receipt of evidence that the Program Sponsor has not complied with the terms and conditions of this Agreement.

In either event, the Program Sponsor must return to NJDA all grant funds that have not been issued or used as of the date of termination. These funds must be returned to NJDA within ten (10) days of the notice of termination. Additionally, the SFA shall maintain all records in accordance with sections B (6) and B (7) above.

All obligations of the Program Sponsor which expressly, or by their nature, survive the termination of this Agreement shall continue in full force and effect subsequent to, and notwithstanding, the termination and until they are satisfied or by their nature expire.

IN WITNESS WHEREOF, NJDA and the Program Sponsor agree to comply with all the requirements stated herein and have caused this Agreement to be executed on the day(s) and year below:

Name of Institution (as registered in SAM**)

County

Address (as listed in SAM**)

UEI Number

City, State, Zip Code

Signature of the Program Sponsor

Signature on behalf of NJDA

Name of School Business Administrator

Rose Chamberlain

Director, Division of Food and Nutrition

Signature

Signature

Date Signed

Date Signed

**According to the Federal Funding Accountability and Transparency Act (P.L. 109-282) all recipients of federal funding must obtain and maintain current and updated System for Award Management System Registration (SAM):

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I hereby certify that the _____(SFA) has a valid SAM Registration. Please attach a copy of the SAM registration to this agreement.