



AGENDA REPORT
April 24, 2018

SUBJECT:

Agreement with the Brevard County School Board, RE: Summer Food Service Program - All Districts

FISCAL IMPACT:

Approval of this action will result in additional revenue of \$7,032.96 in the FY 17/18 budget.

DEPT/OFFICE:

Parks and Recreation

REQUESTED ACTION:

It is requested the Board approve and authorize the Chairman to execute an agreement with the Brevard County School Board to provide summer food service at 12 summer camp sites in accordance with the Sponsor agreement between the Board of County Commissioners and the Florida Department of Agriculture and Consumer Services Division of Food, Nutrition and Wellness.

SUMMARY EXPLANATION and BACKGROUND:

The Summer Food Service Program provides meals to children under the age of 18 during Parks and Recreation's summer programs based on the guidelines established by the Florida Department of Agriculture and Consumer Services Division of Food, Nutrition and Wellness (FDACS). Brevard County Parks and Recreation has participated in this program since 1992.

In 2017, the program supplied over 14,000 breakfasts and 19,000 lunches to children at 12 sites throughout the County. In 2018, the program will continue to offer breakfast and lunch at 12 Parks and Recreation facilities located from Mims to Micco.

FDACS highly encourages Sponsor agencies to contact their local School Boards to assess their interest in providing summer food services before soliciting the private sector via formal bid requests. The School Board has agreed to provide summer food service as part of the County's FDACS program, negating the need to go out for formal solicitations.

The Parks and Recreation Department will administer the grant funds from the FDACS for this program including reimbursement to the School Board. For the estimated 33,000+ meals to be served this summer, the School Board will charge a lunch rate of \$3.55 and a breakfast rate of \$2.03 per meal in accordance with the reimbursement cap established by the FDACS. The Parks and Recreation Department will receive revenue in the amount of

approximately \$7,000. The total value of contract is expected to exceed \$100,000 and in accordance with AO-29, must be approved by the Board of County Commissioners.

CLERK TO THE BOARD INSTRUCTIONS:

Two originals.

ATTACHMENTS:

Description

- ▢ **Summer Food Contract 2018**
- ▢ **Summer Food Contract Risk Approval**
- ▢ **Summer Food Contract CAO Approval**
- ▢ **Dept of Ag Child Nutrition Program 2018**

From: [Lairsey, Matt](#)
To: [Renninger, Melissa L](#)
Cc: [Williams, Mary](#); [McNitt, Rachel](#); [Mannier, Linda](#)
Subject: Contract review Approved: Dept of Ag Child Nutrition Program
Date: Wednesday, February 21, 2018 12:38:44 PM
Attachments: [Contract Review Approved - Child Nutrition Program Summer Food- Parks - 2018.pdf](#)
[image002.png](#)
[image003.png](#)

Ready to go,...the initial contract form has one correction to be made--

4. Contract Description: Child Nutrition Program Agreement , thanx!,..matt

From: Renninger, Melissa L
Sent: Wednesday, February 21, 2018 12:14 PM
To: RiskContracts
Cc: Williams, Mary; McNitt, Rachel
Subject: Dept of Ag Child Nutrition Program

For your review.

Melissa Renninger

Administrative Assistant
Parks and Recreation Department
2725 Judge Fran Jamieson Way, Bldg B
Viera, FL 32940
Phone (321) 633-2046 (x32)
Email melissa.renninger@brevardfl.gov
Web www.brevardparks.com



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Dept of Agriculture and Consumer Services Division of Food, Nutrition and Wellness	
2. Fund/Account #: 1019	3. Department Name: South Area Parks and Recreation
4. Contract Description: Child Nutrition Program Agreement	
5. Contract Monitor: Rhonda McConnell	7. Contract Type: INTERGOVT/STATE
6. Dept/Office Director: Greg Minor and Mary Ellen Donner	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Rhonda McConnell</i></u>	<u>2/2/18</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>MDS</i></u>	<u>3/6/18</u>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Greg Minor</u>	<u>2/2/18</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>ML</u>	<u>2-21-2018</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
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Contract Title	<input type="checkbox"/>
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Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: School Board	
2. Fund/Account #:	3. Department Name: South Area Parks Operations
4. Contract Description: Agreement to Purchase Vended Meals	
5. Contract Monitor: Rachel McNitt	7. Contract Type: GRANT
6. Dept/Office Director: Mary Ellen Donner	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Melissa Renninger DN: cn=Melissa Renninger, o=Brevard County, ou=South Area Parks Operations</small>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>MDS</i>	<i>4/5/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	
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Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
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Contract Absolute End Date (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

April 25, 2018

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item II.B.4., Agreement with Brevard County School Board for Summer Food Service Program

The Board of County Commissioners, in regular session on April 24, 2018, executed and approved the Agreement with Brevard County School Board to provide summer food service at 12 summer camp sites, in accordance with the sponsor agreement between the Board of County Commissioners and the Florida Department of Agriculture and Consumer Services Division of Food, Nutrition, and Wellness. Enclosed are two executed Agreements for your action.

Upon execution by the School Board, please return a fully-executed copy to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Finance
Budget

AGREEMENT TO PURCHASE VENDED MEALS FROM ANOTHER STATE-APPROVED PROGRAM SPONSOR (SPONSOR)

This agreement is made and entered into by and between Brevard County School Board, (herein referred to as the "VENDOR") and Brevard County Parks and Recreation, (herein referred to as the "SPONSOR");

WHEREAS the VENDOR agrees to supply unitized meals *inclusive / exclusive of milk* to SPONSOR with and for the rates herein listed:

MEAL TYPE	EST. # SERVINGS (DAILY)	EST. # SERVING DAYS (PROGRAM TOTAL)	UNIT PRICE (FIXED)	CONTRACT TOTAL (ESTIMATE)
BREAKFAST	276	54	\$2.03	30,255.12
LUNCH	352	54	\$3.55	67,478.40
SNACK		0	\$	
SUPPER		0	\$	(+)
(Meals per day) x (Program days) x (Meal price)				= 97,733.52

It is further agreed that VENDOR will provide meals that meet or exceed the minimum meal pattern requirements as to nutritive value and content, maintain full and accurate records to the extent needed by SPONSOR to meet Program requirements, and otherwise perform in accordance with the following provisions:

- VENDOR shall comply with all applicable rules and regulations of the Florida Department of Agriculture and Consumer Services (FDACS) and the United States Department of Agriculture (USDA), including Title 7 CFR Parts 210, 215, 220, 225, 245, 250, 3016, 3019 and FDACS Division of Food, Nutrition, and Wellness policies.
- Both Parties will retain meal records, delivery tickets, purchase orders, production records, or any other records that are material to the accounting and verification of payments and claims under this Agreement.
- VENDOR must submit to the SPONSOR all costs incurred pertaining to the SPONSOR's food service operation within 30 days of the last day of each month or the final day of the program.
- Both Parties agree to retain all records required under the preceding paragraph for a period of three years after the end of the fiscal year to which they pertain; and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture, Florida Department of Agriculture and Consumer Services, and the and the General Accounting Office for audit or administrative review at a reasonable time and place.
- Service shall be discontinued immediately if an invoice has not been paid by the SPONSOR organization within forty-five calendar days of the invoice.
- Service shall be discontinued immediately if the VENDOR delivers meals unfit for human consumption.

The effective dates for this Agreement are May 24, 2018 through August 9, 2018. Either Party may terminate this Agreement by giving the other Party notice in writing not less than 60 days prior to the date designated in the notice for termination of the Agreement.

IN WITNESS WHEREOF, The Vendor and the County have caused this Agreement to be executed this 24 day of APRIL, in the year 2018.

SPONSOR

Rita Pritchett
(NAME) PLEASE PRINT

Chair, Brevard County Board of County Commissioners

TITLE

 4/24/18

SIGNATURE DATE

VENDOR

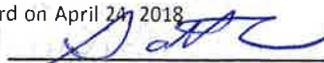
Kevin M. Thornton
(NAME) PLEASE PRINT

Director, Food and Nutrition Services SchoolBoard

TITLE

SIGNATURE DATE

As approved by the Board on April 24, 2018

SCOTT ELLIS  ATTEST

As Approved by the Board April 24, 2018

U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE

**SITE INFORMATION LIST
SUMMER FOOD SERVICE PROGRAM**

SPONSOR NAME Brevard County Parks & Recreation		ADDRESS 1515 Sarno Rd Melbourne FL 32935			CONTRACT PERSON/PHONE # Rhonda McConnell 321-255-4400		
SITE NAME ADDRESS PHONE	BEGIN DATE (1)	END DATE (2)	TOTAL DAYS OP. (3)	MEAL TYPE (4)	AVERAGE MEALS/DAY (5)	TOTAL MEALS (6)	DELIVERY TIME FOR EACH MEAL TYPE (7)
Cuyler Park Center 2329 Harry T. Moore Ave. Mims, FL 32754 321-264-5045	May 24, 2018	August 9, 2018	54	BREAKFAST	15	799	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	29	1578	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Isaac Campbell Center 701 South Street Titusville, FL 32780 321-264-5040	May 24, 2018	August 9, 2018	54	BREAKFAST	40	2140	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	39	2135	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Sandrift Center 585 North Singleton Ave. Titusville, FL 32196 321-264-5037	May 24, 2018	August 9, 2018	54	BREAKFAST	29	1570	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	40	2145	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Port St. John Center 6650 Corto Road Port St. John, FL 32927 321-633-1904	May 24, 2018	August 9, 2018	54	BREAKFAST	25	1350	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	34	1810	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Walter Butler Center 4201 N. Cocoa Blvd. Cocoa, FL 32927 321-433-4448	May 24, 2018	August 9, 2018	54	BREAKFAST	33	1755	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	43	2330	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES	NO						
<input checked="" type="checkbox"/>							

U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE

**SITE INFORMATION LIST
SUMMER FOOD SERVICE PROGRAM**

SPONSOR NAME Brevard County Parks & Recreation		ADDRESS 1515 Sarno Rd Melbourne FL 32935			CONTRACT PERSON,PHONE # Rhonda McConnell 321-255-4400		
SITE NAME ADDRESS PHONE	BEGIN DATE (1)	END DATE (2)	TOTAL DAYS OP. (3)	MEAL TYPE (4)	AVERAGE MEALS/DAY (5)	TOTAL MEALS (6)	DELIVERY TIME FOR EACH MEAL TYPE (7)
Travis Park Center 2001 Michigan Ave. Cocoa, FL 32922 321-633-1871	May 24, 2018	August 9, 2018	54	BREAKFAST	9	461	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	8	433	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Cocoa West Center 230 S. Burnett Road Cocoa, FL 32926 321-633-1987	May 24, 2018	August 9, 2018	54	BREAKFAST	17	891	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	19	1004	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Joe Lee Smith Center 419 Washington Street Cocoa, FL 32922 321-633-1872	May 24, 2018	August 9, 2018	54	BREAKFAST	34	1822	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	36	1938	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
McLarty Park Center 790 Barton Blvd. Rockledge, FL 32955 321-633-1870	May 24, 2018	August 9, 2018	54	BREAKFAST	22	1174	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	25	1352	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
Woody Simpson Center 1590 Schoolhouse Street Merritt Island, FL 32953 321-455-1379	May 24, 2018	August 9, 2018	54	BREAKFAST	13	690	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	12	641	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES	NO						
<input checked="" type="checkbox"/>							

U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE

**SITE INFORMATION LIST
SUMMER FOOD SERVICE PROGRAM**

SPONSOR NAME Brevard County Parks & Recreation		ADDRESS 1515 Sarno Rd Melbourne FL 32935			CONTRACT PERSON/PHONE # Rhonda McConnell 321-255-4400		
SITE NAME ADDRESS PHONE	BEGIN DATE (1)	END DATE (2)	TOTAL DAYS OP. (3)	MEAL TYPE (4)	AVERAGE MEALS/DAY (5)	TOTAL MEALS (6)	DELIVERY TIME FOR EACH MEAL TYPE (7)
Max K Rodes Center 3410 Flanagan Ave. West Melbourne, FL 32904 321-952-3215	May 24, 2018	August 9, 2018	54	BREAKFAST	30	1607	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	54	2285	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES							
<input checked="" type="checkbox"/>							
South Mainland Center 3700 Allen Avenue Micco, FL 32976 772-663-8748	May 24, 2018	August 9, 2018	54	BREAKFAST	9	456	7:00 AM
				AM SUPPLEMENT	_____	_____	_____
				LUNCH	13	694	10:00 AM
				PM SUPPLEMENT	_____	_____	_____
				SUPPER	_____	_____	_____
REFRIG ALL MEALS							
YES	NO						
<input checked="" type="checkbox"/>							

MASTER
2018-2019
SCHOOL BOARD OF BREVARD
COUNTY

Breakfast & Lunch Menu Parks & Recreation

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WG Trix Cereal Bar w/Goldfish Crackers ½ c. Applesauce Cup Milk	WG Cinnamon Toast Crunch Cereal Bowl w/Colby Jack Cheese Stick Fresh Orange Wedges Milk	WG Strawberry Pop-Tart w/Honey Sunflower Seeds ½ cup Strawberry Cup Milk	Chocolate Chip Muffin Top w/ String Cheese Fresh Grapes Milk	WG Cocoa Puffs Cereal Bowl WG Baked Cheez-It ½ c. Peach Cup Milk
PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch w/Ranch ½ c. Peach Cup Milk	Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk

In Accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY)
"USDA is an equal opportunity provider and employer"

MAY

2018-2019

SCHOOL BOARD OF BREVARD
COUNTY

Breakfast & Lunch Menu Parks & Recreation

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WG Trix Cereal Bar w/Goldfish Crackers ½ c. Applesauce Cup Milk	WG Cinnamon Toast Crunch Cereal Bowl w/Colby Jack Cheese Stick Fresh Orange Wedges Milk	WG Strawberry Pop-Tart w/Honey Sunflower Seeds ½ cup Strawberry Cup Milk	Chocolate Chip Muffin Top w/ String Cheese Fresh Grapes Milk	WG Cocoa Puffs Cereal Bowl WG Baked Cheez-It ½ c. Peach Cup Milk
21	22	23 Last Day of School	24 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	25 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
28 PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	29 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	30 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	31 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	

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JUNE
2018-2019
SCHOOL BOARD OF BREVARD
COUNTY

Breakfast & Lunch Menu Parks & Recreation

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WG Trix Cereal Bar w/Goldfish Crackers ½ c. Applesauce Cup Milk	WG Cinnamon Toast Crunch Cereal Bowl w/Colby Jack Cheese Stick Fresh Orange Wedges Milk	WG Strawberry Pop-Tart w/Honey Sunflower Seeds ½ cup Strawberry Cup Milk	Chocolate Chip Muffin Top w/ String Cheese Fresh Grapes Milk	WG Cocoa Puffs Cereal Bowl WG Baked Cheez-It ½ c. Peach Cup Milk
				1 Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk
4 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	5 Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	6 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	7 Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	8 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
11 PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	12 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	13 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	14 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	15 Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk
18 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	19 Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	20 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	21 Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	22 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
25 PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	26 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	27 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	28 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	29 Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk

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JULY

2018-2019

SCHOOL BOARD OF BREVARD
COUNTY

Breakfast & Lunch Menu

Parks & Recreation

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WG Trix Cereal Bar w/Goldfish Crackers ½ c. Applesauce Cup Milk	WG Cinnamon Toast Crunch Cereal Bowl w/Colby Jack Cheese Stick Fresh Orange Wedges Milk	WG Strawberry Pop-Tart w/Honey Sunflower Seeds ½ cup Strawberry Cup Milk	Chocolate Chip Muffin Top w/ String Cheese Fresh Grapes Milk	WG Cocoa Puffs Cereal Bowl WG Baked Cheez-It ½ c. Peach Cup Milk
2 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	3 Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	4 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	5 Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	6 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
9 PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	10 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	11 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	12 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	13 Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk
16 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	17 Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	18 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	19 Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	20 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
23 PBJ Jamwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	24 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	25 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	26 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	27 Ham & Cheese on Bun (WG) ¼ cup Carrot & Celery Sticks w/Ranch ½ cup Strawberry Cup Milk
30 PBJ Jamwich (WG) w/String Cheese ¼ cup Celery Sticks w/Ranch ½ cup Strawberry Cup Milk	31 Ham & Cheese on Bun (WG) w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk			

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AUGUST

2018-2019
SCHOOL BOARD OF BREVARD
COUNTY

Breakfast & Lunch Menu Parks & Recreation

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WG Trix Cereal Bar w/Goldfish Crackers ½ c. Applesauce Cup Milk	WG Cinnamon Toast Crunch Cereal Bowl w/Colby Jack Cheese Stick Fresh Orange Wedges Milk	WG Strawberry Pop-Tart w/Honey Sunflower Seeds ½ cup Strawberry Cup Milk	Chocolate Chip Muffin Top w/ String Cheese Fresh Grapes Milk	WG Cocoa Puffs Cereal Bowl WG Baked Cheez-It ½ c. Peach Cup Milk
		1 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Apple Milk	2 Ham & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Carrot & Celery Sticks w/Ranch Fresh Orange Wedges Milk	3 Turkey & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk
6 PBJ Janwich (WG) w/String Cheese w/Baked Nacho Cheese Doritos ¼ cup Carrot Sticks w/Ranch ½ c. Peach Cup Milk	7 Turkey, Ham & Cheese Sandwich (WG) 1/4 cup Assorted Vegetable Cup w/Ranch Fresh Grapes Milk	8 Turkey & Cheese Pita Pocket (WG) w/Baked Cool Ranch Doritos ¼ cup Celery Sticks w/Ranch Fresh Orange Wedges Milk	9 Turkey, Ham, Pepperoni & Cheese on Kaiser Bun (WG) 1/4 cup Assorted Vegetable Cup w/Ranch ½ c. Applesauce Cup Milk	10 Back to School

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Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

**CHILD NUTRITION PROGRAMS
AGREEMENT**

ADAM H. PUTNAM
COMMISSIONER

SPONSOR NAME: Brevard County Parks + Recreation		SPONSOR NUMBER: 1141	
ADDRESS: 1515 Sarno Rd. Bldg A		CITY: Melbourne	ZIP: 32935

This is an agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the sponsor identified to participate in one or more of the following U.S. Department of Agriculture (USDA) Child Nutrition Programs administered by FDACS:

Program	Federal Regulation	CFDA
National School Lunch Program (NSLP) Afterschool Snack Program (ASP) Seamless Summer Option (SSO)	7 CFR 210, 245	10.555
School Breakfast Program (SBP)	7 CFR 220, 245	10.553
Special Milk Program (SMP)	7 CFR 215, 245	10.556
Summer Food Service Program (SFSP)	7 CFR 225	10.559
Food Distribution Program	7 CFR 250	10.550

GENERAL TERMS AND CONDITIONS

1. This Agreement shall be effective from the date the Agreement and Program Application are approved by FDACS. FDACS's performance and obligation to pay under this Agreement are contingent upon continued availability of funds appropriated by Congress for the Child Nutrition Programs and an annual appropriation by the Legislature.
2. This Agreement remains in effect until terminated by either party. At least 30 days written notice must be given to terminate this Agreement. Upon termination of this Agreement, FDACS shall make no further disbursement of funds to the sponsor in accordance with this Agreement, except to reimburse the sponsor in connection with eligible meals served on or prior to the termination of this Agreement. No termination or suspension of this Agreement shall affect the obligation of the sponsor to maintain records and to make such records available for audit.
3. The sponsor has the right to appeal decisions made by FDACS in accordance with 7 CFR 210.18(q) and 7 CFR 225.13 that affect participation in the program(s) or Claims for Reimbursement.
4. The sponsor and participating sites under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, 225, 245 and 250.

REQUIREMENTS FOR PARTICIPATION IN CHILD NUTRITION PROGRAMS

Each sponsor operating the National School Lunch Program (NSLP) or Seamless Summer Option (SSO) shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR §210.14 and the limitations on any competitive school food service as set forth in 7 CFR §210.11;
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR §210.19(a);
3. Maintain a financial management system as prescribed under 7 CFR §210.14(c);
4. Comply with the requirements of the USDA's regulations regarding financial management (2 CFR 200, as applicable);
5. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in 7 CFR §210.10;
6. Price the lunch as a unit in accordance with 7 CFR §210.10(a)(2);
7. Serve lunches free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR part 210. Agree that the sponsor official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR §210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR §210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR §210.26 shall apply;
9. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by FDACS;
10. Submit Claims for Reimbursement in accordance with 7 CFR §210.8;
11. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
12. Comply with the requirements of the USDA's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;
14. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of 7 CFR §210.13;

16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to FDACS and to the USDA, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit;
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above;
19. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school;
20. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged;
21. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR §245.6(b)(5), which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:
 - a. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in 7 CFR §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - b. The child is a homeless child as defined in 7 CFR §245.2;
 - c. The child is a runaway child as defined in 7 CFR §245.2;
 - d. The child is a migrant child as defined in 7 CFR §245.2;
 - e. The child is a Head Start child as defined in 7 CFR §245.2; or
 - f. The child is a foster child as defined in 7 CFR §245.2.
22. Retain the individual applications for free and reduced price lunches and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (18) of this section; and
23. No later than December 31 of each year, provide FDACS with a list of all sites under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. FDACS may designate a month other than October for the collection of this information, in which case the list must be provided to FDACS within 60 calendar days following the end of the month designated by FDACS. In addition, each sponsor shall provide, when available for the sites under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the

attendance areas for the sites identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

Each sponsor with eligible sites, as defined in 7 CFR 210.10(n)(1), that elects to serve meal supplements during afterschool care programs, shall:

1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR §210.10;
2. Price the meal supplement as a unit in accordance with 7 CFR §210.10(a)(2);
3. Serve meal supplements free or at a reduced price to all children who are determined by the sponsor to be eligible for free or reduced price school meals under 7 CFR part 245;
4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
6. Claim reimbursement for no more than one meal supplement per child per day;
7. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
8. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the site is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
9. Comply with all requirements of 7 CFR §210.9, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).

Each sponsor operating the School Breakfast Program (SBP) shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit school food service;
2. In accordance with the financial management system established under 7 CFR §220.13(i), use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided to a sponsor under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
3. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings;
4. Limit its net cash resources to an amount that does not exceed three months average expenditure for its nonprofit school food service or such other amount as may be approved by FDACS; and
5. Observe the limitations on any competitive food service as set forth in 7 CFR §210.10 and 7 CFR §220.12;

6. Serve breakfasts which meet the minimum requirements prescribed in 7 CFR §220.8, during a period designated as the breakfast period by the site;
7. Price the breakfast as a unit in accordance with 7 CFR §220.8(a)(2);
8. Supply breakfast without cost or at reduced price to all children who are determined by the sponsor to be unable to pay the full price thereof in accordance with the free and reduced price policy statements approved under 7 CFR part 245;
9. Make no discrimination against any child because of his inability to pay the full price of the breakfasts;
10. Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement;
11. Submit Claims for Reimbursement in accordance with 7 CFR §220.11 and procedures established by FDACS, or the USDA where applicable;
12. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization’s fiscal year, Federal funds received from all programs totals \$750,000 or more;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements in paragraph (a)(2) and paragraph (a)(3) of 7 CFR §220.7;
14. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by FDACS;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
16. Maintain necessary facilities for storing, preparing, and serving food;
17. Maintain a financial management system as prescribed by FDACS, or the USDA where applicable;
18. Upon request, make all accounts and records pertaining to its nonprofit school food service available to FDACS, to the USDA and to the USDA’s Office of Audit for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.
19. Retain documentation of free or reduced price eligibility as follows:
 - a. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school for a period of three years after the end of the fiscal year to which they pertain; or
 - b. Maintain files with the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(4) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained

directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:

- i. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in 7 CFR §245.2;
 - iii. The child is a runaway child as defined in 7 CFR §245.2;
 - iv. The child is a migrant child as defined in 7 CFR §245.2;
 - v. The child is a Head Start child, as defined in 7 CFR §245.2; or
 - vi. The child is a foster child as defined in 7 CFR §245.2.
20. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged; and
21. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR part 15).

Each sponsor approved to participate in the Special Milk Program (SMP) shall, with respect to sites under its jurisdiction:

1. Operate a nonprofit milk service. However, sponsors may use facilities, equipment, and personnel supported with funds provided to a sponsor to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
2. If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to nonneedy children under the program; and (ii) make no discrimination against any needy child because of his inability to pay for the milk.
3. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR part 15);
4. Claim reimbursement only for milk as defined in this part and in accordance with the provisions of 7 CFR §215.8 and 7 CFR §215.10;
5. Submit Claims for Reimbursement in accordance with 7 CFR §215.10 of this part and procedures established by FDACS or the USDA where applicable;
6. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
7. Maintain a financial management system as prescribed by FDACS, or the USDA where applicable;
8. Upon request, make all records pertaining to its milk program available to FDACS and to the USDA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit; and
9. Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if

audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

- a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.

Each sponsor approved for participation in the Summer Food Service Program (SFSP) shall:

1. Operate a nonprofit food service during the period specified, as follows:
 - a. From May through September for children on school vacation;
 - b. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by FDACS, a similar cause.
2. For sponsors, offer meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
3. For all other sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the program;
5. Issue a free meal policy statement in accordance with 7 CFR §225.6(c);
6. Meet the training requirement for its administrative and site personnel, as required under 7 CFR §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by FDACS;
8. Submit claims for reimbursement in accordance with procedures established by FDACS, and those stated in 7 CFR §225.9;
9. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
10. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;

11. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by the USDA;
12. Have access to facilities necessary for storing, preparing, and serving food;
13. Maintain a financial management system as prescribed by FDACS;
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR §225.15(d) (2) and (3);
15. Upon request, make all accounts and records pertaining to the program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.
16. Submit information as required in this Program agreement that is true and correct, acknowledging that deliberate misrepresentation or withholding of information may result in prosecution under the applicable State and Federal statutes;
17. Maintain children on site while meals are consumed; and
18. Retain final financial and administrative responsibility for its program.

Each sponsor receiving donated foods under FDACS' Food Distribution Program shall:

1. Distribute and use of donated foods is in accordance with 7 CFR part 250;
2. Be responsible for reporting to FDACS for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence;
3. Have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution; and
4. Take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the United States Department of Agriculture (USDA); Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and the Food and Nutrition Service (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the SPONSOR receives federal financial

assistance from the USDA; and gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized FDACS and USDA personnel, during hours of program operation, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person (or persons) whose signature(s) appear(s) below is/are authorized to sign this assurance on behalf of the sponsor.

CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned sponsor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 2 CFR Part 182. The regulations, published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), require certification by grantees, prior to award, that they will maintain a drug-free workplace.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or suspension or debarment (see 7 CFR Part 3017, Sections 3017.615 and 3017.620).

1. The applicant certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going, drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The grantee's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs, and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

See Exhibit A

Check if there are workplaces on file that are not identified here.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS – PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participant [Sponsor] certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant [Sponsor] is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Mary Ellen Donner
Signature of Authorized Official

Mary Ellen Donner
Printed Name of Authorized Official

Director
Title

March 8, 2018
Date

Sign and return two (2) original copies of this Agreement to:

Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness
600 S. Calhoun Street (H2)
Tallahassee, Florida 32399

<p>OFFICIAL USE ONLY Florida Department of Agriculture and Consumer Services</p> <p>APPROVED BY:</p> <p>_____ Director of Administration</p> <p>_____ Date</p>
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Exhibit A

Place of Performance: Administered through 1515 Sarno Rd. Melbourne, FL. 32935

Food Sites

Cuyler Park Center
2329 Harry T. Moore Ave.
Mims, FL 32754

Isaac Campbell Center
701 South Street
Titusville, FL 32780

Sandrift Center
585 North Singleton Ave.
Titusville, FL 32196
321-264-5037

Port St. John Center
6650 Corto Road
Port St. John, FL 32927

Walter Butler Center
4201 N. Cocoa Blvd.
Cocoa, FL 32927

Travis Park Center
2001 Michigan Ave.
Cocoa, FL 32922

Cocoa West Center
230 S. Burnett Road
Cocoa, FL 32926

Joe Lee Smith Center
419 Washington Street
Cocoa, FL 32922

McLarty Park Center
790 Barton Blvd.
Rockledge, FL 32955

Woody Simpson Center
1590 Schoolhouse Street
Merritt Island, FL 32953

Max K Rodes Center
3410 Flanagan Ave.
West Melbourne, FL 32904

South Mainland Center
3700 Allen Avenue
Micco, FL 32976