



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.15.

2/23/2021

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### **Subject:**

Approval, Re: Contract with the School Board of Brevard County for the Summer Food Service Program

### **Fiscal Impact:**

Approval of this action will result in revenue in the amount of approximately \$6,000.

### **Dept/Office:**

Parks and Recreation

### **Requested Action:**

It is requested the Board approve and authorize the Chair to execute the contract with the Brevard County School Board to provide a summer food service program at twelve summer camp sites in accordance with the Sponsor contract 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 eighteen and under 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 2020, the program supplied over 29,443 breakfasts and approximately 29,721 lunches to youth at twelve sites throughout the County.

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 26,000 meals to be served this summer, the School Board will charge a lunch rate of \$3.91 and a breakfast rate of \$2.24 per meal in accordance with the reimbursement cap established by the FDACS.

The Parks and Recreation Department will receive revenue from FDACS and will reimburse the School Board while receiving administrative fees in the amount of approximately \$6,000. The total value of the contract is expected to exceed \$100,000 and in accordance with AO29, must be approved by the Board of County Commissioners.

**Clerk to the Board Instructions:**

Please call Melissa at 321-350-9125 when the documents are ready for pick up.



February 24, 2021

**M E M O R A N D U M**

**TO:** Mary Ellen Donner, Parks and Recreation Director

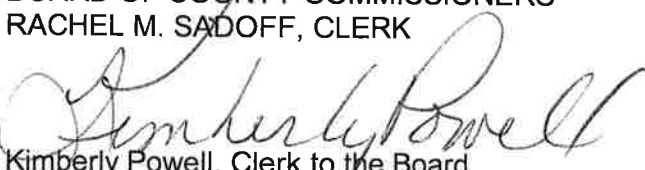
**RE:** Item F.15., Approval of Contract with the Brevard County School Board for the Summer Food Service Program

The Board of County Commissioners, in regular session on February 23, 2021, approved and authorized the Chair to execute the Contract with the Brevard County School Board to provide a Summer Food Service Program at 12 summer camp sites in accordance with the Sponsor Contract between the Board of County Commissioners and the Florida Department of Agriculture and Consumer Services Division of Food, Nutrition, and Wellness (FDACS). Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

## AGREEMENT TO PURCHASE VENDED MEALS FROM ANOTHER APPROVED SCHOOL FOOD SERVICE FACILITY

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

WHEREAS the VENDOR agrees to supply unitized meals *inclusive* 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	257	44	\$2.24	\$25,329.92
LUNCH	335	44	\$3.91	\$57,633.40
SNACK			\$	
SUPPER			\$	(+)
(Meals per day) x (Program days) x (Meal price)				= \$82,963.32

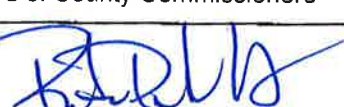
It is further agreed that VENDOR will provide meals that meet or exceed the minimum meal pattern requirements as to nutritive value and content, maintain full and accurate records to the extent needed by SPONSOR to meet Program requirements, and otherwise perform in accordance with the following provisions:

- 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, 2 CFR 200, 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.

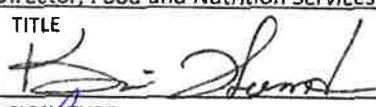
The effective dates for this Agreement are June 7, 2021 through August 6, 2021. Either Party may terminate this Agreement by giving the other Party notice in writing not less than 60 days prior to the date designated in the notice for termination of the Agreement.

IN WITNESS WHEREOF, The Vendor and the Library have caused this Agreement to be executed this 25<sup>th</sup> day of January, in the year 2021.

### SPONSOR

Rita Pritchett  
\_\_\_\_\_  
(NAME) PLEASE PRINT  
  
Chair to the Brevard County  
Board of County Commissioners  
\_\_\_\_\_  
TITLE  
  
\_\_\_\_\_  
SIGNATURE  
RACHEL M. SADOFF  
\_\_\_\_\_  
DATE

### VENDOR

Kevin Thornton  
\_\_\_\_\_  
(NAME) PLEASE PRINT  
  
Director, Food and Nutrition Services  
\_\_\_\_\_  
TITLE  
  
\_\_\_\_\_  
SIGNATURE  
Approved by Board 2/23/21  
\_\_\_\_\_  
DATE

**SCHEDULE A**
**SITE INFORMATION LIST**

SPONSOR NAME Brevard County Parks & Recreation			ADDRESS 840 Forrest Avenue, Cocoa, FL 32922			CONTACT PERSON/PHONE # Rhonda McConnell 321-633-1874	
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 2329 Harry T Moore Ave, Mims FL 32754 321-264-5045	6/7/21	8/6/21	44	BREAKFAST	9	396	7:00 AM
				AM SUPPLEMENT			
				LUNCH	29	1276	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS			
YES	NO						
✓	□						
Isaac Campbell 701 South St Titusville, FL 32780 321-264-5040	6/7/21	8/6/21	44	BREAKFAST	37	1628	7:00 AM
				AM SUPPLEMENT			
				LUNCH	38	1672	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS			
YES	NO						
✓	□						
Sandrift Center 585 North Singleton Ave Titusville, FL 321-264-5037	6/7/21	8/6/21	44	BREAKFAST	21	924	7:00 AM
				AM SUPPLEMENT			
				LUNCH	35	1540	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS			
YES	NO						
✓	□						
Port St John 6650 Corto Rd Port St John, FL 32927 321-633-1904	6/7/21	8/6/21	44	BREAKFAST	26	1144	7:00 AM
				AM SUPPLEMENT			
				LUNCH	32	1408	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS			
YES	NO						
✓	□						
Walter Butler 4201 N Cocoa Blvd, Cocoa FL 32927 321-433-4448	6/7/21	8/6/21	44	BREAKFAST	25	1100	7:00 AM
				AM SUPPLEMENT			
				LUNCH	27	1188	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS			
YES	NO						
✓	□						

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Travis Park 2001 Michigan Ave. Cocoa, FL 32922 321-633-1871	6/7/21	8/6/21	44	BREAKFAST	8	352	7:00 AM
				AM SUPPLEMENT			
				LUNCH	7	308	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Cocoa West 230 S Burnett Rd Cocoa, FL 32926 321-633-1987	6/7/21	8/6/21	44	BREAKFAST	16	704	7:00 AM
				AM SUPPLEMENT			
				LUNCH	17	748	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Joe Lee Smith 419 Washington St, Cocoa, FL 32922 321-633-1872	6/7/21	8/6/21	44	BREAKFAST	41	1804	7:00 AM
				AM SUPPLEMENT			
				LUNCH	46	2024	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
McLarty Park 790 Barton Blvd Rockledge, FL 32955 321-633-1870	6/7/21	8/6/21	44	BREAKFAST	24	1056	7:00 AM
				AM SUPPLEMENT			
				LUNCH	30	1320	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Woody Simpson 1590 Schoolhouse St Merritt Island, FL 32953 321-455-1379	6/7/21	8/6/21	44	BREAKFAST	11	484	7:00 AM
				AM SUPPLEMENT			
				LUNCH	21	924	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>					

**SCHEDULE A**

**SITE INFORMATION LIST**

SPONSOR NAME Brevard County Parks & Recreation			ADDRESS 840 Forrest Avenue, Cocoa, FL 32922			CONTACT PERSON/PHONE # Rhonda McConnell 321-633-1874	
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 Rodas 3410 Flanagan Ave. West Melbourne, FL 321-952-3215  REFRIG ALL MEALS  YES NO <input checked="" type="checkbox"/> <input type="checkbox"/>	6/7/21	8/6/21	44	BREAKFAST	26	1144	7:00 AM
				AM SUPPLEMENT			
				LUNCH	39	1716	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
South Mainland 3700 Allen Ave Mico, FL 32976 772-663-8748  REFRIG ALL MEALS  YES NO <input checked="" type="checkbox"/> <input type="checkbox"/>	6/7/21	8/6/21	44	BREAKFAST	13	572	7:00 AM
				AM SUPPLEMENT			
				LUNCH	14	616	10:00 AM
				PM SUPPLEMENT			
				SUPPER			



NICOLE "NIKKI" FRIED  
COMMISSIONER

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

**CHILD NUTRITION PROGRAMS  
AGREEMENT**

5P-2.002, F.A.C.

<b>SPONSOR NAME:</b>	<b>SPONSOR NUMBER:</b>	
Brevard County Parks and Recreation Department	1141	
<b>ADDRESS:</b>	<b>CITY:</b>	<b>ZIP:</b>
1515 Sarno Road, Building A	Melbourne	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:

<b>Program</b>	<b>Federal Regulation</b>	<b>Catalog of Federal Domestic Assistance</b>
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 rule 5P-1.002, F.A.C.
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.



5. The sponsor and participating sites under its jurisdiction shall comply with all provisions of 595, Florida Statutes, and the rules adopted thereunder.
6. The sponsor authorizes FDACS to contact and obtain information from any and all vendors and Food Service Management Companies regarding services performed pursuant to this agreement.

## **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 in 7 CFR 15, 15a, and 15b as incorporated in rule 5P-1.003 ;

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 in accordance with 7 CFR 210.13 and 7 CFR 250.14(a);
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 595, Florida Statutes, and the rules adopted thereunder.;
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 in accordance with 7 CFR 220.7(e)(11), 210.13(d), and 250.14(a);
17. Maintain a financial management system in accordance with 7 CFR 220(e)(12), 7 CFR 210.14 and 595, Florida Statutes, and the rules adopted thereunder.;
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 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:
    - i. 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;
    - 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 in 7 CFR 15, 15a, and 15b as incorporated in rule 5P-1.003, F.A.C.

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 in 7 CFR 15, 15a, and 15b as incorporated in rule 5P-1.003, F.A.C.;
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 and 595, Florida Statutes, and the rules adopted thereunder;
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 in accordance with 7 CFR 215(d)(6), 7 CFR 210.14 and 595, Florida Statutes, and the rules adopted thereunder;
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)(4);
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 7 CFR §225.9 and 595, Florida Statutes, and the rules adopted thereunder;
  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 in accordance with 7 CFR 225.7(f) and 595, Florida Statutes, and the rules adopted thereunder;
  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 50.3 and 28 CFR 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):

12 sites for place of performance attached to end of this document

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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

Reviewed for legal form and content:

Mary Ellen Donner  
Printed Name of Authorized Official

Robin Rogers 12/14/2020  
Assistant County Attorney

Parks and Recreation Department Director  
Title

12/16/2020  
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

**OFFICIAL USE ONLY**  
**Florida Department of Agriculture and Consumer Services**

APPROVED BY:

Anthony Pardo  
Director of Administration

1/11/2021  
Date

## **Child Nutrition Program Agreement**

### **Place of Performance:**

#### **North Area Parks Operations**

1. Bernice G. Jackson Park, 4201 North Cocoa Boulevard, Sharpes, Florida 32927
2. Culyer Park, 2329 Harry T. Moore Avenue, Mims, Florida 32754
3. Isaac Campbell Sr. Park, 701 South Street, Titusville, Florida 32754
4. Port St. John Community Center, 6650 Corto Road, Port St. John, Florida 32927
5. Sandrift Community Center, 585 North Singleton Avenue, Titusville, Florida 32796

#### **Central Area Parks Operations**

6. Cocoa West Recreation Complex, 230 South Burnett Road, Cocoa, Florida 32926
7. Joe Lee Smith Park, 415 Stone Street, Cocoa, Florida 32922
8. McLarty Park, 790 Barton Boulevard, Rockledge, Florida 32955
9. Travis Park, 2001 Michigan Avenue, Cocoa, Florida 32922
10. Woody Simpson Park, 1590 Schoolhouse Street, Merritt Island, Florida 32953

#### **South Area Parks Operations**

11. Max K. Rodes Park, 3410 Flanagan Avenue, West Melbourne, Florida 32904
12. South Mainland Community Center, 3700 Allen Avenue, Micco, Florida 32976

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **CONTRACT REVIEW AND APPROVAL FORM**

### **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> School Board of Brevard County		<b>2. Amount:</b> \$100,000 +/-
<b>3. Fund/Account #:</b>	<b>4. Department Name:</b> Parks & Recreation	
<b>5. Contract Description:</b> Vendor for Summer Food Program		
<b>6. Contract Monitor:</b> Melissa Renninger		<b>8. Contract Type:</b>  GRANT
<b>7. Dept/Office Director:</b> Mary Ellen Donner		
<b>9. Type of Procurement:</b> Exempt from Competition		

### **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

#### **APPROVAL**

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

### **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

#### **APPROVAL**

<u><b>COUNTY OFFICE</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>	<u><b>SIGNATURE</b></u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.01.27 14:54:27 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.01.27 15:20:06 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2021.01.28 08:18:10 -05'00'</small>

### **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and 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 (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>