



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

3/22/2022

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 \$8,703.

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 years of age and younger during Parks and Recreation's summer camp program. The guidelines for Summer Food Service Program are established by the State of Florida Department of Agriculture and Consumer Services Division of Food, Nutrition and Wellness (FDACS). Parks and Recreation has participated in the Summer Food Service Program since 1992.

In 2021 the Summer Food Service Program supplied 13,704 breakfasts and 17,107 lunches to youth at twelve summer camp sites throughout the County.

FDACS highly encourages Sponsor agencies to contact their local School Board 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 services.

It is estimated that 31,000 meals will be served during the summer of 2022. The School Board will charge a breakfast per meal rate of \$2.37 and a lunch per meal rate of \$4.13

The Parks and Recreation Department will receive and administer revenue from FDACS for reimbursement to the School Board in accordance with the reimbursement cap established by the FDACS.

Parks and Recreation will receive an administrative fee in the amount of approximately \$8,703.

The total value of the contract is expected to exceed \$100,000 and in accordance with AO-20 must be approved by the Board of County Commissioners.

Clerk to the Board Instructions:

Please provide the fully executed contract to Melissa Renninger, 321-633-2046.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	_____
Purchasing	☐	☐	_____
Risk Management	☐	☐	_____
County Attorney	☐	☐	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Renninger, Melissa Digitally signed by Renninger, Melissa Date: 2022.03.03 11:25:17 -05'00'
Purchasing	☐	☐	
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2022.03.03 12:09:45 -05'00'
County Attorney	☒	☐	Beazley, Sarah Digitally signed by Beazley, Sarah Date: 2022.03.03 13:02:36 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida, Department of Agriculture		2. Amount:
3. Fund/Account #:	4. Department Name: Parks & Recreation	
5. Contract Description: Child Nutrition Program 2022		
6. Contract Monitor: Melissa Renninger	8. Contract Type: INTERGOVT/STATE	
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☒	☐	Renninger, Melissa Digitally signed by Renninger, Melissa Date: 2022.01.20 11:16:08 -05'00'
Purchasing	☐	☐	
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2022.01.21 08:29:37 -05'00'
County Attorney	☒	☐	<i>Sarah Beazley</i> 1/21/22

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



March 23, 2022

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item F.7., Contract with the School Board of Brevard County for the Summer Food Service Program

The Board of County Commissioners, in regular session on March 22, 2022, authorized 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 Board of County Commissioners and Florida Department of Agriculture and Consumer Services Division of Food, Nutrition, and Wellness. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

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") 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	48		\$2.37	\$29,236.32
LUNCH	335	48		\$4.13	\$66,410.40
SNACK				\$	
SUPPER				\$	(+)
(Meals per day) x (Program days) x (Meal price)					= \$95,646.72

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 May 31, 2022 through August 5, 2022. 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 _____ day of _____, in the year _____.

SPONSOR

Kristine Zonka
(NAME) PLEASE PRINT

Chair
TITLE

SIGNATURE _____ DATE _____

RACHEL M. SADOFF, CLERK

VENDOR

Kevin Thornton
(NAME) PLEASE PRINT

Director, Food and Nutrition Services
TITLE

SIGNATURE [Signature] DATE 3.3.22

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	5/31/22	8/5/22	48	BREAKFAST	9	432	7:00 AM
				AM SUPPLEMENT			
				LUNCH	29	1392	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
Isaac Campbell 701 South St Titusville, FL 32780 321-264-5040	5/31/22	8/5/22	48	BREAKFAST	37	1776	7:00 AM
				AM SUPPLEMENT			
				LUNCH	38	1824	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
Sandrift Center 585 North Singleton Ave Titusville, FL 321-264-5037	5/31/22	8/5/22	48	BREAKFAST	21	1008	7:00 AM
				AM SUPPLEMENT			
				LUNCH	35	1680	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	5/31/22	8/5/22	48	BREAKFAST	26	1248	7:00 AM
				AM SUPPLEMENT			
				LUNCH	32	1536	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
Walter Butler 4201 N Cocoa Blvd, Cocoa FL 32927 321-433-4448	5/31/22	8/5/22	48	BREAKFAST	25	1200	7:00 AM
				AM SUPPLEMENT			
				LUNCH	27	1296	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	

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)
Travis Park 2001 Michigan Ave, Cocoa, FL 32922 321-633-1871	5/31/22	8/5/22	48	BREAKFAST	8	384	7:00 AM
				AM SUPPLEMENT			
				LUNCH	7	336	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
✓	□						
Cocoa West 230 S Burnett Rd Cocoa, FL 32926 321-633-1987	5/31/22	8/5/22	48	BREAKFAST	16	768	7:00 AM
				AM SUPPLEMENT			
				LUNCH	17	816	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
✓	□						
Joe Lee Smith 419 Washington St, Cocoa, FL 32922 321-633-1872	5/31/22	8/5/22	48	BREAKFAST	41	1968	7:00 AM
				AM SUPPLEMENT			
				LUNCH	46	2208	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
✓	□						
McLarty Park 790 Barton Blvd Rockledge, FL 32955 321-633-1870	5/31/22	8/5/22	48	BREAKFAST	24	1152	7:00 AM
				AM SUPPLEMENT			
				LUNCH	30	1440	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
✓	□						
Woody Simpson 1590 Schoolhouse St Meritt Island, FL 32953 321-455-1379	5/31/22	8/5/22	48	BREAKFAST	11	528	7:00 AM
				AM SUPPLEMENT			
				LUNCH	21	1008	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
				REFRIG ALL MEALS	YES	NO	
✓	□						

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 Rodes 3410 Flanagan Ave, West Melbourne, FL 321-952-3215 REFRIG ALL MEALS YES NO ☒ ☐	5/31/22	8/5/22	48	BREAKFAST	26	1248	7:00 AM
				AM SUPPLEMENT			
				LUNCH	39	1872	10:00 AM
				PM SUPPLEMENT			
				SUPPER			
South Mainland 3700 Allen Ave Micco, FL 32976 772-663-8748 REFRIG ALL MEALS YES NO ☒ ☐	5/31/22	8/5/22	48	BREAKFAST	13	624	7:00 AM
				AM SUPPLEMENT			
				LUNCH	14	672	10:00 AM
				PM SUPPLEMENT			
				SUPPER			

Amended and Restated Agreement

NICOLE "NIKKI" FRIED
COMMISSIONER

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

**CHILD NUTRITION PROGRAMS
AGREEMENT**

5P-2.001, F.A.C.

**FDACS CONTRACT#
22303**

SPONSOR NAME: Brevard County Parks and Recreation Department	SPONSOR NUMBER: 1141
ADDRESS: 1515 Sarno Road, Building 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	Catalog of Federal Domestic Assistance
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, FDIPIR 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):

The program will be held at the community centers at the Parks listed on
the attached information sheet.

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

Parks and Recreation Department Director
Title

1/25/2022
Date

Reviewed for legal form and content:

Sandra Beazley
Assistant County Attorney

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:

Cassie Drake
Director of Administration

3/3/2022
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