

RESOLUTION R-11-105

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF A GRANT FROM THE FLORIDA DEPARTMENT OF EDUCATION FOR THE 2011 SUMMER FOOD SERVICE PROGRAM FOR CHILDREN

WHEREAS, the Florida Department of Education provides funding to eligible entities to conduct a Summer Food Service Program for Children at approved sites; and

WHEREAS, Manatee County has been an active participant in the Summer Food Service Program for Children and intends to provide this service at various location throughout the County, including Manatee County School Board property; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida has determined that participation in the Summer Food Service Program for Children will provide the youth of Manatee County with a nutritious meal and snack during the summer months.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee, Florida that:

The submission and acceptance of a grant from the Florida Department of Education for the 2011 Summer Food Service Program for Children is hereby authorized; and

The Chairman, or in the absence, the Vice Chairman, shall be authorized to execute all appropriate documents with regards to the submission and acceptance of this grant.

The Community Services Department Director is authorized to execute necessary documents pertaining to the usage of Manatee County School Board property for the Summer Food Service Program for Children as well as State ESE 198 Forms.

ADOPTED, with a quorum present and voting this 26th day of April 2011.

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

By:


Carol Whitmore, Chairman

ATTEST:


R. B. "Chips" Shore
Clerk of Circuit Court

By:


Deputy Clerk





STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and
correct copy of the documents on file in my office.

Witness my hand and official seal this 27th day of

April, 2019
R.B. SHORE
Clerk of Circuit Court

By: Maggie Ruster D.C.

SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT

INSTRUCTIONS: (1) Return two copies of this agreement with original signatures prior to the beginning of the program to Food and Nutrition Management, Summer Food Service Program, 325 West Gaines Street, Room 1032, Tallahassee, Florida 32399-0400. (2) When the agreement is approved, one copy will be returned to the Sponsor.

In order to effectuate the purposes of the Summer Food Service Program for Children, the Florida Department of Education (hereinafter referred to as the "Department") and the sponsor whose name and address appear on the Application for Participation (SFSP-F1) (hereinafter referred to as the "Sponsor") acting in behalf of each site listed on the Site Information Sheet, (SFSP-F2), covenant and agree as follows.

A. The DEPARTMENT AGREES TO THE extent of funds available from USDA, it shall reimburse the sponsor in accordance with applicable requirements and regulations of the Summer Food Service Program for Children, and any amendments thereto.

1. In connection with meals served to children only at approved sites during any fiscal year for sponsors approved to operate the Summer Food Service Program.
2. The amount of operational reimbursement is based on meals times' rate:
 - (a) Sponsors receive program payments based on the number of meals served multiplied by the appropriate combined administrative and operating rates for reimbursement.
 - (b) Claims for reimbursement must reflect only meals that meet SFSP requirements and are actually served to eligible children during the claiming period (SFSP Policy, January 2, 2008; Nationwide Expansion of Summer Food Service Program Simplified Cost Accounting Procedures).
 - (c) Based on records that are regularly submitted by the sites, Sponsors must report the number and type of first and second meals served to all children; sponsors of camps need to report the meals served to eligible children only.
3. Reimbursements are based on the number of meals served multiplied by the sum of administrative and operational rates. Sponsors must maintain complete records to document all costs and meals they claim for reimbursement.
 - (a) Allowable operating costs are those costs incurred by the Sponsor for providing and serving meals to eligible children and adults. These costs include, but are not limited to, cost of food used, nonfood supplies, and space for the food service.
 - (b) The prorated shares of the program's administrative costs are costs incurred by your organization for activities related to planning, organizing, and administering the program. The SFSP has two different levels of administrative reimbursement rates. The higher reimbursement rates are for Sponsors of sites that prepare or assemble their own meals and for Sponsors of sites located in rural areas. The lower rate is for all other Sponsors.
 - (c) An amount estimated in the Sponsor's approved administrative budget.
4. The Sponsor must continue to account for any income that accrues to the program, but the income will not be deducted from the combined operating and administrative cost to determine the amount of reimbursement the Sponsor is entitled to receive.

B. The SPONSOR, being the authority for supervision and control over the program warrants that, it accepts final financial and administrative responsibility for the program and that it will:

1. Operate a nonprofit food service for children on school vacation during the months of May through September or during the months of May through September and at some other time or times during the year for children on school vacation under a continuous school calendar system;
2. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meals to all children; for all other sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meal to all children;
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not eligible for free or reduced price school meals;
4. Issue a free meal policy statement in accordance with 7 CFR 225;
5. Meet the training requirements for its administrative and site personnel, as required under 7 CFR 225;

6. Claim reimbursement only for the type or types of meals specified in the agreement and served 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;
7. Submit claims for reimbursement on a form provided by the Department in accordance with procedures established by the Department;
8. 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;
9. Accept and use, in as large quantities as may be efficiently utilized in the program, such foods as may be offered as donated by the Department;
10. Have access to facilities necessary for storing, preparing and serving food;
11. Maintain a financial management system as prescribed by the Department;
12. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225;
13. Maintain full and accurate records of all program operations under this agreement. 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. 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 any issues raised by the audit.

C. The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

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

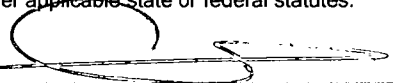
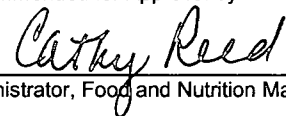

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, 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 they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the sponsor.

D. The terms of this Agreement and the detailed information contained on the Application for Participation (SFSP-F1), and the Site Information Sheets (SFSP-F2), which shall be considered a part of this Agreement, shall not be modified or changed in any way other than by consent in writing of both parties hereto.

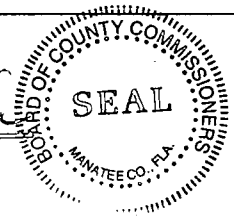


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| <p>E. This Agreement may be renewed annually by the Department and the Sponsor by mutual agreement in writing. Renewal will be contingent on the Sponsor meeting program requirements in this Agreement and those outlined in part 225 of the Code of Federal Regulations and other pertinent instructions from the Department or the United States Department of Agriculture and shall pertain to programs under Sponsor's jurisdiction that have submitted annual applications and said applications have been given Department approval.</p> <p>F. This Agreement may be terminated upon 15 days written notice on the part of either party hereunto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the program have not been fully complied with by the Sponsor. Any termination of this Agreement by the Department shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligations of the Sponsor to maintain and retain records and to make such records available for audit. Termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.</p> | <p>G. The Department may take such action, including prosecution for fraud under applicable state and federal statutes or initiate a reclaim, if any part of the money received by the Sponsor, through improper or negligent action, is diminished, lost, misapplied, or diverted from the program. This liability on the part of the Sponsor shall remain in effect for the applicable periods or limitations as called for by law after the effective date of termination of the Agreement.</p> <p>H. The Department shall inform the Sponsor of its right to request a review of decisions made by the Department which affect the participation of a sponsor in the program or the Sponsor's claim for reimbursement.</p> <p>I. It is understood and agreed by and between the Department and the Sponsor, whether public or private, that the regulations of the United States Department of Agriculture relating to the Food and Nutrition Services, Regulation number 225, attached, are made a part of this Agreement and that the Department, Sponsor, and sites are to abide by all of the conditions and terms set forth in the regulations.</p> |
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SPONSORING AGENCY	CERTIFICATION AND APPROVAL
<p>Sponsor <u>Board of County Commissioners</u> County <u>Manatee</u></p> <p>My signature certifies that the information submitted on this form and its attachments is true and correct. I am aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state or federal statutes.</p> <p align="right">  _____ Carol Whitmore, Chairman </p> <p>Signature and Title of Authorized Representative</p> <p>Date: <u>4/26/11</u></p>	<p>FLORIDA DEPARTMENT OF EDUCATION</p> <p>Recommended for Approval by:</p> <p align="center">  _____ Administrator, Food and Nutrition Management </p> <p>Date: <u>5/16/11</u></p> <p>Period of Agreement:</p> <p>From: <u>6/13/10</u> To: <u>8/12/11</u></p> <p>Approved By:  _____ Commissioner of Education or Designated Representative</p> <p>Date: <u>5/22/11</u></p>

ATTEST: R. B. SHORE
 CLERK OF CIRCUIT COURT
 BY: 
 SUSAN G. ROMINE DEPUTY CLERK



(Both copies must have original signatures)



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**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

By: _____

Carol Whitmore
Carol Whitmore, Chairman

ATTEST: _____

R. B. "Chips" Shore
R. B. "Chips" Shore
Clerk of Circuit Court

By: _____

Susan B. Roman
Deputy Clerk

