

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: MARCH 30, 2010

Submitted By: M. Davis

Court Agenda Date: APRIL 6, 2010

Department: Parks – 6601A

Phone Number: 281-835-9419/ 281-642-3716

SUMMARY OF ITEM:

Take all appropriate action to authorize County Judge to Sign the Summer Food Special Nutrition Programs Agreement for Fort Bend County to apply for the FY 2010 Summer Food Program and authorize submission of the application.

COUNTY JUDGE
RECEIVED

MAR 31 2010

RENEWAL AGREEMENT/APPOINTMENT: YES ☒ NO ☐
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Fund: 100660999 Agency: G660-10SUMMERFD Organization:
 Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office X (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)		County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Recommend Summer Food Special Nutrition Programs Agreement & Application be approved for signature by Commissioner's Court.

Special Handling Requested (specify):

4-710 copy received

Summer Food Service Program
Application for Participation

Give as much information as possible. Attach additional sheets if needed; identify each attachment with the name of the contracting organization.

For TDA Staff Only	
Contract No.	TX No.
Eff. Date	FY
Approved for:	
<input type="checkbox"/> Breakfast <input type="checkbox"/> A.M. Supp. <input type="checkbox"/> Lunch <input type="checkbox"/> P.M. Supp. <input type="checkbox"/> Supper <input type="checkbox"/> All	

Section I – Sponsor Information

Sponsoring Organization Name	Texas ID No.	Telephone No.	Hotline No.
FORT BEND COUNTY		281-835-9419	281-835-9419
Mailing Address (Street or P.O. Box, City, State, ZIP)			Fax No.
P.O. BOX 509, FRESNO, TEXAS 77545			
Street Address (if different)		E-mail Address	
9555-A HIGHWAY 6 SOUTH, MISSOURI CITY, TEXAS 77459		arriale@co.fort-bend.tx.us	
Name of Administrator		Title	
LETICIA ARRIAGA		PROGRAM DIRECTOR	
Name of SFSP Contact Person (if different from Administrator)		Telephone No. of Contact Person (include Area Code)	
USDA Foods Agreement No.	Name of USDA Foods Contact Person (if different from above)	Telephone No. of Contact Person (include Area Code)	
Counties Sponsor will Operate the SFSP in			
FORT BEND COUNTY			

A. Sponsor Classification (Check all that apply):

- ☐ National Youth Sports Program
 ☐ Residential Camp
 ☐ Nonresidential Summer Camp
☒ Unit of Government – Contractor certifies that all food service sites are operated directly by the contractor.
☐ Private Nonprofit

B. Type of Sponsor:

- ☐ Public Entity
☒ Private Nonprofit Organization – Tax-exempt status established. Attach letter of determination (IRS 501(c)(3)) of tax-exempt status from IRS.

C. Does the organization provide an ongoing year-round service to the community that is to be served by the Summer Food Service Program (SFSP)?

☐ Yes ☒ No

If "No," which of the following circumstances applies?

- ☐ Residential Camp
 ☒ Failure to operate would deny program to a needy area
☐ Serves Migrant Children
 ☒ Failure to operate would deny a significant number of children access to program

D. Does the organization expend \$500,000 or more in federal funds yearly?

☒ Yes ☐ No

Attach a copy of the audit covering last year's program operation or documentation that an audit conforming with SFSP policy will be conducted, including the date it will be conducted.

Section II – Budget

A. Estimate all SFSP costs that will be claimed for reimbursement for the program year.

1. Estimated Operational Costs	Program Year Costs	2. Estimated Administrative Costs	Program Year Costs
Program Labor	\$22,400.00	Administrative Labor (mgmt., monitor, clerical)	\$14,448.00
Fringe Benefits	\$1,713.60	Fringe Benefits	\$1,105.28
Food	\$58,000.00	Rental of Office Space	
Non-food Supplies		Utilities	
Utilities		Office Supplies	
Rent		Office Building Maintenance	
Equipment Use Fee		Equipment Use Fee	
Rental of Equipment		Audit Fees	
Transportation – Rate per mile:		Legal Fees	
Other (specify):		Transportation – Rate per mile: \$0.50	
Other (specify):		Other (specify):	
Other (specify):		Other (specify):	
Total 1	\$82,113.60	Total 2	\$15,553.28

B. Indicate projected income to the food service from all sources other than SFSP reimbursement. Identify exactly the costs this income will cover. (Do not include state or federal funds.)

Source of Income	Amount	Will be used for:
N/A	\$ N/A	N/A
Source of Income	Amount	Will be used for:
N/A	\$ N/A	N/A

Section III – Management Plan

A. List administrative-level personnel who will be responsible for management and monitoring of the SFSP. (Do not include site supervisors, cooks, janitors or other personnel involved in on-site food service.)

Title of Position	Number in Position	Specific Food Services Program Duties
PROGRAM DIRECTOR	1	OVERALL MANAGEMENT OF PROGRAM OPERATIONS
MONITOR	3	Conduct 1 & 4 wk site evaluations; file/reports daily operations

- B. Are children charged separately for meals? ☐ Yes ☒ No
If "Yes," complete Form H1506 - A (page 2) and submit with this application.
- C. Do you want to receive advance payments:
for operational costs? ☒ Yes ☐ No
for administrative costs? ☒ Yes ☐ No
- D. If meal service is self-preparation or you have an agreement with a school food authority to provide meals,
do you want to receive USDA Foods? ☐ Yes ☒ No

Section IV – Program Operation

A.1. Beginning and Ending Dates of Meal Service	A.2. Number of Sites
From: JUNE 7, 2010 To: JULY 30, 2010	14

B. List dates and topics of SFSP training.

Dates	Topics
JUNE 1 – 4, 2010	Orientation-rules/regulations, guidelines, employment, staff development, food safety, civil rights
	And educational programs.

- C. Is the organization currently contracting with a year-round food service management company? ☐ Yes ☒ No
If "Yes," submit a copy of your procurement procedures, bid, contract and **all amendments**; skip Item D. If "No," complete Item D.
- D. Is the organization planning to contract with a food service management company? ☒ Yes ☐ No
If "Yes," and the contract will exceed \$25,000, attach a copy of Form H1628, *Invitation for Bid and Contract (FNS-688)*.

Also provide:

Date of Bid Publication	Place of Publication	Date of Bid Opening	Time of Bid Opening
May 6, 2010	Houston Chronicle/Fort Bend Herald	May13, 2010	14
Is bid expected to be \$100,000 or more?		If "Yes," give place of bid opening.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FORT BEND COUNTY PURCHASING DEPARTMENT	

Also, attach a copy of a minimum 11-day cycle menu, including all specific menus to be used.

- E. Attach a copy of the letter that has been (or will be) sent by the organization to the local health department notifying it of intent to operate a Food Service Program at the site(s) indicated on the attached Form H1507, Site Information.
Sponsors must submit a letter to the appropriate health department of their intent to provide food service at specific times and sites. This letter should be sent within two weeks of receiving your SFSP approval. You must provide confirmation of receipt of the letter to the health department. Some local health departments will require on-location visits to ensure sanitation and health standards are met and conform to all applicable state and local laws and regulations. Contact your local health department for information.
- F. Are you implementing the option to allow off-site consumption of food? ☐ All Sites ☒ Some Sites ☐ No Sites
Foods that may be consumed off-site are limited to fruits or raw vegetables from a child's own meal or a sharing table or meals consumed during a field trip.
- G. Are you planning a "kick-off" or opening day event to launch you SFSP? ☐ Yes ☒ No
If yes, please provide date of event:

Section V – Assurances

A. Free Meal Policy Statement

1. The sponsoring organization assures the Texas Department of Agriculture (TDA) that all children at the sites described on the site(s) information sheets (Form H1507) for the Summer Food Service Program (SFSP) will be offered the same meals with no physical segregation of, or other discrimination against, any child because of race, color, national origin, sex, age or disability. No separate charge will be made for any meal except in accordance with Form H1506-A of this application.
2. The sponsoring organization assures TDA that, if it is sponsoring camps or other enrollment programs:
 - the sponsoring organization has or will obtain family size and income data about all children whose meals will be reported as free or reduced-price; and
 - the children claimed as free or reduced-price meet the current family size and income standards set by the United States Department of Agriculture, TDA Form H4504, Income Eligibility Guidelines for Determining Free and Reduced-Price Benefits.
3. If the sponsoring organization is sponsoring a camp or other enrollment program that charges separately for meals, the sponsoring organization has completed Form 1506-A to this application, "Additional Assurances for Camps and Other Enrollment Programs that Charge Separately for Meals; Collection of Payment Options for Programs that Charge Separately for Meals," and assures TDA that all requirements have been or will be met.

B. Public Release

1. The sponsoring organization will make efforts to ensure that the local news media will make a public announcement of the program and will supply them with a news release.

If the sponsoring organization is sponsoring a camp or other enrollment program, this release must contain, at a minimum, a list of all approved sites, a list of the current standards for determining free and reduced-price eligibility, and the following statement:

"The Fort Bend County Parks Department announces the sponsorship of the Summer Food Service Program.
(name of the organization)

Income eligibility will be based on family size and income using the Standards for Determining Free and Reduced-Price Eligibility, provided by the United States Department of Agriculture (USDA). Meals will be provided at the site(s) listed. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)260-1026, (866)632-9992 (toll-free) or (202)401-0216(TDD). USDA is an equal opportunity provider and employer."

For all other groups, the announcement must contain, at a minimum, a list of all approved sites and the following statement:

"The Fort Bend County commissioner's Court announces the sponsorship of the Summer Food Service Program.
(name of the organization)

Meals will be provided at the site(s) listed. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)260-1026, (866)632-9992 (toll-free) or (202)401-0216(TDD). USDA is an equal opportunity provider and employer."

2. This public release was or will be published in the following news media outlet(s):

Name of Media Outlet	Date of Release
Fort Bend Herald	May 19, 2010

Name of Media Outlet	Date of Release

3. Attach a copy of the sponsoring organization's public release statement as submitted to the news media.

Section VI– Waiver Requests (Check all for which you are applying; submit appropriate waiver request form and documentation.)

- ☒ **Waiver of the first week site visit requirement. Complete and submit Form H1510.**
- ☐ **Waiver to operate more than 25 sites (nonprofit organizations only). Complete and submit Form H1570.**
- ☐ **Waiver of the time restrictions for meal service. Complete and submit Form H1572.**
- ☐ **Waiver of Number and Type of Meals Served at an SFSP Site. Complete and submit Form H1573.**

Food and Nutrition Division
Certificate of Authority

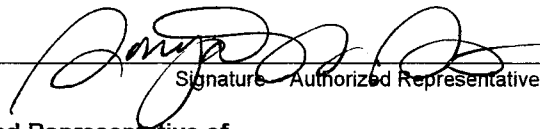
This is to certify that the following person(s):

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
LETICIA ARRIAGA	PROGRAM DIRECTOR
E-mail Address	Area Code and Telephone Number
arrialet@co.fort-bend.tx.us	281-835-9419


Signature – Authorized Representative

3/30/10
Date of Signature

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
SONYA SANTEE	PERSONNEL COORDINATOR
E-mail Address	Area Code and Telephone Number
santeson@co.fort-bend.tx.us	281-835-9419


Signature – Authorized Representative

3/30/10
Date of Signature

is (are) designated as an Authorized Representative of

Name of Contracting Organization		
FORT BEND COUNTY		
Address (Street, City, State, ZIP Code)		
309 SOUTH FOURTH STREET, SUITE 719, RICHMOND, TEXAS 77469		
Program (TX) No.	Contract No.	Commodity Agreement No.
TX – 079-1001	75 –	75 –

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
ROBERT HEBERT	COUNTY JUDGE
E-mail Address	Area Code and Telephone Number
herbertb@co.fort-bend.tx.us	281-341-8606


Signature — Official of Contracting Organization

4-6-2010
Date of Signature

Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

For TDA Use Only

Received By	Date Received

Section VII- Certification (see also Form H1506-B, *Criminal Provisions and Penalties*)

I have reviewed local health and safety food standards and understand the information.

I certify that the information on this application is true and correct to the best of my knowledge. I certify that reimbursement will be claimed only for approved meals served to eligible children during the hours they are in attendance at approved sites. I know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Signature – Authorized Representative of Sponsoring Organization

Date

4-6-2010

Name (please type or print) ROBERT HERBERT	Title COUNTY JUDGE
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For TDA Use Only

☐ Approved ☐ Denied (reason): _____

Signature – TDA Representative

Date

Name (please type or print)	Title
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**TEXAS DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION DIVISION**

PERMANENT AGREEMENT

7544008
County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,
Summer Food Service Program, Child and Adult Care Food Program and
Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and Fort Bend County, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.
DEFINITIONS**

For purposes of this Agreement:

“Contractor” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

“School nutrition programs” shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

II. PROGRAM DESIGNATION

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- ☐ National School Lunch Program including:
 - ☐ Afterschool Care Program
 - ☐ Seamless Summer Option
 - ☐ Fresh Fruit and Vegetable Program
- ☐ School Breakfast Program
- ☒ Summer Food Service Program
- ☐ Child and Adult Care Food Program
 - ☐ Adult Day Care Centers
 - ☐ Child Care Centers
 - ☐ Day Care Homes
- ☐ Special Milk Program

III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
 - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
 - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
 - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
 - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) 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 five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
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. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
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 USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. 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 TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school 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
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

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 Contractor administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if Contractor 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 the State agency, a similar cause;
2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §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 §225.6(c);
6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the application 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 application and served without charge to children who meet the Program's income standards;
8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;
9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
11. 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;
12. 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;
13. Have access to facilities necessary for storing, preparing, and serving food;
14. Maintain a financial management system as prescribed by the State agency;
15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
16. 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;
17. Retain records 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;
18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
19. Retain final financial and administrative responsibility for its program.
20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FNSRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA 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 resolution of the issues raised by the audit;
8. 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 resolution of the issues raised by the audit; and

IV. TDA CLAIMS PAYMENT

- A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.
- B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

V. STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**VI.
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.
TERM AND TERMINATION**

- A. This Agreement shall take effect on June 7, 2010, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
 2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

IX.

AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

X.

SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

XI.

SIGNATURES


This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

CONTRACTOR

Fort Bend County
Name of Contracting Organization
(Please print or type)

By: 
Signature of the
official who has been authorized to sign
contracts on behalf of the contracting organization.

Robert Hebert
Name of Official Signing
(Please print or type)

County Judge
Title of Official
(Please print or type)

Date: April 6, 2010

TEXAS DEPARTMENT OF AGRICULTURE

By: _____
TDA Representative

Date: _____

Revised January 2009