

INTERGOVERNMENTAL AGREEMENT
FOR FOOD SERVICE PROCUREMENT AND MEAL PROVISION

Between
Grand Forks Regional Youth Assessment Center
and
Grand Forks County Correctional Center

I. PURPOSE

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Grand Forks Regional Youth Assessment Center (GF RYAC), hereinafter referred to as “Youth Center,” and the Grand Forks County Correctional Center (GFCCC), hereinafter referred to as “County Corrections.”

The purpose of this Agreement is to establish terms under which County Corrections will provide food service procurement and meal provision services to the Youth Center in compliance with applicable federal, state, and local regulations governing child nutrition programs and National School Lunch Program (NSLP) requirements for Residential Child Care Institutions (RCCIs).

The Youth Center retains full authority and responsibility as the School Food Authority (SFA).

II. AUTHORITY

This Agreement is entered pursuant to:

- North Dakota Century Code governing intergovernmental cooperation
- 2 CFR Part 200 (Uniform Administrative Requirements)
- 7 CFR Parts 210 and/or 226 (as applicable)
- USDA Child Nutrition Program regulations
- Applicable State Agency Child Nutrition Program requirements
- North Dakota Department of Public Instruction (ND DPI) guidance

III. TERM

This Agreement shall be effective on 3/1/2026 and shall continue through 12/31/2026, unless earlier terminated. It may be renewed annually upon mutual agreement and subject to State Agency approval.

IV. SCOPE OF SERVICES

County Corrections agrees to:

1. Provide meals to the Youth Center through its contracted food service vendor.
2. Ensure meals provided to juvenile residents meet USDA meal pattern requirements applicable to the:
 - o National School Lunch Program (NSLP)
3. Ensure that the underlying food service vendor contract:
 - o Was procured using full and open competition in compliance with 2 CFR 200.320;
 - o Contains all federally required contract provisions;
 - o Allows compliance with Buy American requirements;
 - o Provides access to records for audit and monitoring purposes.
4. Cooperate with Youth Center and State Agency monitoring and administrative reviews.
5. Ensure vendor compliance with federal procurement standards.
6. Allow full access to records for Youth Center, ND DPI, USDA, and federal auditors.

V. RESPONSIBILITIES OF THE YOUTH CENTER

The Youth Center shall:

1. Retain full responsibility for Child Nutrition Program administration.
2. Submit reimbursement claims to the State Agency.
3. Maintain required program documentation.
4. Conduct required monitoring of meal service.
5. Ensure civil rights compliance at the site level.
6. Approve all menus prior to service.
7. Ensure compliance with meal pattern requirements.
8. Ensure Buy American compliance.

VI. USDA CHILD NUTRITION ADDENDUM

The following provisions are required for NSLP compliance and shall supersede any conflicting provisions in the underlying corrections food service contract.

1. PROGRAM COMPLIANCE

The vendor must comply with:

- 7 CFR Part 210 – National School Lunch Program

- 7 CFP Part 220 – School Breakfast Program
- 7 CFR Part 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
- 7 CFR Part 250 – Donation of Foods for Use
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- All USDA Food and Nutrition Service guidance

Meals must meet current USDA meal pattern requirements for age/groups served.

2. CONTRACT TYPE

This arrangement shall operate as:

Fixed Price Per Meal

OR

Cost-Reimbursable with Fixed Management Fee

3. BUY AMERICAN REQUIREMENT (7 CFR 210.21)

Vendor shall comply with the Buy American provision:

- Domestic agricultural commodities and food products must be used.
- Limited exceptions must be documented.
- Documentation must be made available upon request.

4. RECORD RETENTION & ACCESS TO RECORDS

Vendor and County Corrections shall:

- Retain all records for 3 years plus current year.
- Provide access to USDA, ND DPI, Youth Center, and authorized representatives.
- Maintain documentation of procurement compliance.

5. CIVIL RIGHTS COMPLIANCE

Vendor shall comply with:

- Title VI of the Civil Rights Act
- Title IX

- Section 504
- ADA
- USDA nondiscrimination regulations (7 CFR 15)

No discrimination in meal service is permitted.

6. SUSPENSION AND DEBARMENT

Vendor certifies it is not suspended or debarred under federal regulations (2 CFR Part 180).

Certification must be on file.

7. CLEAN AIR & WATER ACT

If contract exceeds federal threshold, vendor must comply with Clean Air Act and Clean Water Act requirements.

8. PROCUREMENT CERTIFICATION

County Corrections certifies:

- The food service contract was procured using full and open competition.
- Procurement followed 2 CFR 200.320.
- No conflict of interest exists.
- No cost-plus-percentage structure is used.

If deficiencies are identified by ND DPI, parties agree to execute corrective action.

9. CONTROL OF NONPROFIT FOOD SERVICE ACCOUNT

Youth Center retains sole control of:

- Reimbursement funds
- **Funds may not be commingled with adult correctional food service funds.**

10. MENU APPROVAL

- Menus must be submitted to Youth Center for approval prior to service.
- Youth Center maintains final authority over compliance.

VII. FINANCIAL TERMS

- Youth Center shall reimburse County Corrections based on approved per-meal rate.
 - Adult correctional meal costs may not be allocated to juvenile NSLP meals.
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VIII. MONITORING & REVIEW

Both parties agree to cooperate with ND DPI Administrative Reviews and USDA audits.

VI. PROCUREMENT COMPLIANCE

1. County Corrections certifies that its food service vendor contract was procured in accordance with federal procurement standards under 2 CFR 200.
 2. If necessary, the parties agree to execute a contract addendum incorporating USDA-required child nutrition contract provisions.
 3. Both parties agree to cooperate with the State Agency in reviewing procurement documentation and implementing corrective action if required.
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VII. FINANCIAL TERMS

1. The Youth Center shall reimburse County Corrections for the cost of meals as billed.
 2. Meal pricing shall reflect allowable federal contract structure
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VIII. RECORDS AND AUDIT

Both parties agree that:

- All records shall be retained for three (3) years plus the current year.
 - Federal, state, and local officials shall have access to records.
 - Documentation must support all meals claimed for reimbursement.
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IX. TERMINATION

This Agreement may be terminated:

- By mutual written consent;
- For failure to meet meal pattern requirements;

- For civil rights violations;
- For procurement noncompliance;
- For noncompliance with federal or state child nutrition regulations;
- With 30 days written notice by either party.

Immediate termination may occur if continued performance jeopardizes federal funding.

X. INDEMNIFICATION

Each party agrees to be responsible for its own acts and omissions to the extent permitted by North Dakota law.

XI. AMENDMENTS

This Agreement may be amended only in writing and upon approval by both parties and, if required, the State Agency.

XII. SIGNATURES

Robin Spain
Administrator, *Grand Forks Regional Youth Assessment Center*

Date

Andrew Schneider
Sheriff, *Grand Forks County Correctional Center*

Date