

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 10, 2018

Consent

Regular

Ordinance

Public Hearing

Department:

Submitted By: County Library/Administration

Submitted For: County Library/Administration

I. EXECUTIVE BRIEF

Motion & Title: Staff recommends motion to:

A) **approve** an agreement with the Palm Beach County School Board to implement the Summer Food Service Program for children at all Palm Beach County Library System branches from June 4, 2018 through August 3, 2018, excluding holidays and weekends.

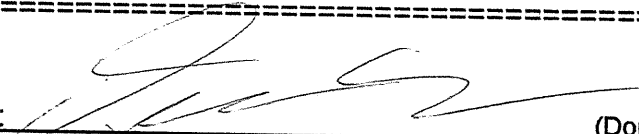
B) **authorize** the County Administrator or designee to execute this Agreement and similar agreements with the School Board for future Food Service Programs for children up to the age of eighteen if the program is deemed successful.

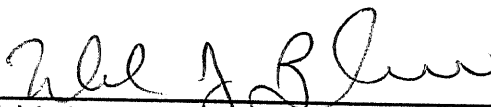
Summary: The School Board Summer Food Service provides meals to all children in approved geographical areas of need where 50 percent or more of the children qualify for free and reduced price meals during the school year. All children 18 years and under are eligible for nutritious lunch meals and an afternoon snack. The service is conducted by the Palm Beach County School Board School Food Service who will serve lunch in the meeting rooms of the selected Palm Beach County Library System locations. Summer Food Service staff members are responsible for delivery, distribution, and clean up during the lunch program. The School Board will leave snack items to be shared in the late afternoon from the Children's Services desks in the library for children 18 years and under. In the summer of 2017, a total of 10,237 lunches and 10,675 snacks were served at seven participating Palm Beach County Library System locations and the Mandel Library of West Palm Beach. (Countywide) (AH)

Background and Justification: It is the intent of the School Board Summer Food Service program to: (1) serve nutritionally well-balanced lunches that meet USDA guidelines for the National School Lunch Program free of charge to all children in attendance who wish to receive them, and (2) Serve nutritionally well-balanced snacks that meet the USDA guidelines for the Summer Food Service Program free of charge to all children in attendance who wish to receive them. The Summer Food Service Program ensures that low-income children continue to receive nutritious meals when school is not in session. This summer, USDA plans to serve more than 200 million free meals to children 18 years and under at approved sites. Funding for this program is provided by grants from the United States Department of Agriculture.

Attachment: Summer Food Service Program Agreement

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Recommended By:  (Douglas Crane) 3.30.18
Department Director Date

Approved By:  (Todd Bonlarron) 4/2/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><u>* 0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Does this item include the use of federal funds?			Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Budget Account No.:	Fund_	Dept_	Unit_	Object	Object_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Impact: There is no additional fiscal impact as a result of this program.

C. Departmental Fiscal Review:

Alicia Lannon
(Director, Library Finance and Facilities)

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

Lisa Ponce 3/28/18
ASD 3/28/18 OFMB

Janice Jacobson 3/30/18
Contract Dev. And Control 3/30/18

B. Legal Sufficiency:

Anne Delgant 3-30-18
Assistant County Attorney

C. Other Department Review:

Department Director

AGREEMENT

Between the Palm Beach County Board of County Commissioners and
The School Board of Palm Beach County, Florida

This Agreement (Agreement) is hereby entered into as of _____, 2018 (the "Effective Date") between Palm Beach County, by and through its Board of County Commissioners (PBC) and the School Board of Palm Beach County, Florida (SB).

1. **Purpose:** This Agreement outlines the responsibilities of SB and PBC in implementing the Summer Food Service Program (the Program) for children at all Palm Beach County branch locations: Acreage, Wellington, Jupiter, Gardens (Palm Beach Gardens), Glades Road (Boca Raton), Hagen Ranch Road (Delray Beach), Okeechobee Boulevard (West Palm Beach), Royal Palm Beach, West Boca, West Boynton, Greenacres, Main (West Palm Beach), Lantana Road, Loula V. York (Pahokee), Tequesta, Clarence E. Anthony (South Bay) and Belle Glade branches of the Palm Beach County Library System during the summer. It is the intent of the Program to provide the following services to the above-mentioned locations: (1) serve nutritionally well-balanced lunches that meet USDA guidelines for the National School Lunch Program free of charge to all children in attendance who wish to receive them, and (2) Serve nutritionally well-balanced snacks that meet the USDA guidelines for the Summer Food Service Program free of charge to all children in attendance who wish to receive them.
2. **Term:** The term of this Agreement shall be from Monday, June 4, 2018 through Friday, August 3, 2018, with the option to renew annually upon mutual written agreement by both parties. This Agreement is contingent upon the SB receiving funding for the National School Lunch Program's Summer Food Service Program awarded by the USDA Food and Nutrition Service. If such funding is not awarded, the SB shall notify PBC in writing, and this Agreement will be void.

This Agreement is also contingent upon all branches being operational and open to the public. If a location is not open and operational, the PBC shall notify SB in writing, and this Agreement will be amended.
3. **Meal Service:** SB will provide lunch and snacks to seventeen Palm Beach County Library locations (listed above) during the summer of 2018 and any renewals thereto. Meals will be provided Monday through Friday, except during national holidays, and on dates agreed upon by the parties. Lunch will be served from 11:30 a.m. to 1:30 p.m., unless otherwise agreed to by the parties. Snacks will be served at a time most convenient for the operation of the Program. All meals and snacks must be consumed onsite and only by children 18 years of age or younger. Meals must be available to all children, 18 years of age or younger who wish to participate in the Program.
4. **SB responsibilities:** SB is responsible for the following:
 - Deliver lunch and snacks on time to meet the designated meal times.
 - Ensure safe temperature of all food items.
 - Meet all safety requirements.
 - Provide staff and necessary equipment to distribute lunch meals.
 - Communicate any change in program if necessary to PBC.
 - Train PBC staff in proper documentation and accountability for snack distribution.

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- Perform required site visits within first 4 weeks of Program operation to ensure compliance with USDA guidelines.
- Follow proper procedures for meal accountability to ensure compliance with USDA guidelines.
- Advertise the site as an open summer program through local media and websites per USDA guidelines.
- Promote the awareness of the Program.

5. **PBC Responsibilities:** PBC is responsible for the following:

- Provide an area for meal distribution and consumption.
- Provide a staff member to oversee snack distribution and accountability.
- Attend snack training.
- Communicate with SB in the event of schedule changes of other unforeseen circumstances.
- Provide location for the catering vehicle to unload meals and supplies.
- Promote the awareness of the Program.

6. **General Provisions:**

6.1. **Termination.** Meal service can be discontinued by either party with 7-day notice written notice to the other party.

6.2. **Indemnification.** The parties to this Agreement are each governmental entities entitled to sovereign immunity. Each party to this Agreement shall be liable for its own acts and negligence to the limits of 768.28, Fla. Stat. Neither party shall be liable for the acts or failure to act of the other party.

6.3. **Insurance.** Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of the exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage and shall add the other party as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Agreement that is not a result of the other party's negligence. The additional insured endorsement for PBC shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The additional insured endorsement for SB shall read "The School Board of Palm Beach County, Florida, its Officers, Employees and Agents". The parties agree additional coverage shall not be considered third-party liability coverage for purposes of this Agreement. The parties shall maintain or be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

- 6.4. Payments. No fees or payments are due by either party for the services rendered pursuant to this Agreement.
- 6.5. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party.
- 6.6. Compliance with Laws. In the conduct of the terms of this Agreement, the parties shall comply in all material respects with all applicable federal and Florida laws and regulations and all applicable local ordinances and regulations.
- 6.7. Notice. When either party desires to give notice, such notice shall be given in writing sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, at the following addresses:

PBC Palm Beach County Library System
Attn: Aurora Arthay
3650 Summit Blvd.
West Palm Beach, FL 33406
561-233-2725

SB School Board of Palm Beach County
Attn: Denise Cargill
3661 Interstate Park Road, N, Suite 100
561-383-2009
denise.cargill@palmbeachschools.org

- 6.8. Amendment. This Agreement may be amended only by the mutual written consent of both parties.
- 6.9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 6.10. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 6.11. No Third Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the SB and/or PBC.

6.12. Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

6.13. Inspector General. PBC agrees and understands that the SB's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, e-mails, instant messages, facilities or other assets owned, borrowed or used by PBC with regard to this Agreement. PBC employees, vendors, officers and agent's shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigations or audits relating to this Agreement. Further, PBC understands, acknowledges and agrees to abide by SB policy 1.092(4)(d).

PBC has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed PBC contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor and inspect the activities of the SB, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes in the same manner as a second degree misdemeanor.

6.14. Non-Discrimination. PBC and SB agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. SB has submitted to PBC a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the SB does not have a written non-discrimination policy or one that conforms to PBC's policy, it has acknowledged through a signed statement provided to PBC that SB will conform to PBC's non-discrimination policy as provided in R-2014-1421, as amended.

6.15. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by PBC and the SB.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first written above.

ATTEST:

Sharon R. Bock
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

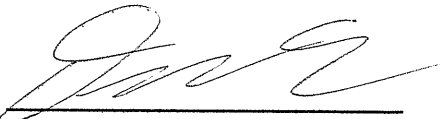
BY: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

BY: _____
Assistant County Attorney

By:  _____
Director, Palm Beach County Library

The School Board of Palm Beach County

BY: _____