

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====
Meeting Date: May 5, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department _____
Submitted By: Community Services
Submitted For: Financially Assisted Agencies
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Contract for Provision of Financial Assistance with Palm Beach County Food Bank, Inc. (R2019-0584), to extend the contract end date from May 31, 2020 to May 31, 2021, to provide assistance for the relocation to a new facility, in an amount not-to-exceed \$50,000.

Summary: On May 7, 2019, the Board of County Commissioners approved a contract with the Palm Beach County Food Bank, Inc. (PBCFB) to provide funding assistance for the relocation to a new facility. Due to delays in the project, the relocation to a new facility did not occur during the current contract period. PBCFB has requested an extension in order to complete the move into a new facility in a timely manner. Amendment No. 1 extends the end date of the original contract at no additional cost to the County. PBCFB currently operates from three separate buildings in Lantana, Florida, and serves the entire County. They are the lead agency in the Hunger Relief Strategic Plan providing more than 5 million pounds of food annually to more than 125 food pantries, soup kitchens and residential housing programs each year. The landlord of the primary building, which houses both the freezer/cooler and administrative offices, has told the PBCFB that they must either purchase the building or move. Although the existing facilities served the initial needs of the food bank since its founding in 2012, because of age and a lack of fundamental components essential to effective food procurement and distribution, including an up-to-date freezer/cooler and docks, the current facilities are no longer able to sustain current operations nor support expected growth. The balance of the contract not used at the end of FY 2020 will be carried over to FY 2021. **No additional County funds are required.** (Financially Assisted Agencies) Countywide (HH)

Background and Justification: The PBCFB continues to help Palm Beach County families through the following additional programs: Food4OurKids weekend feeding; Marjorie S. Fisher Nutrition Driven education for heads of low-income households; and Benefits Outreach, which connects eligible seniors, children and working parents with Supplemental Nutrition Assistance. These partner agencies and programs serve more than 100,000 Palm Beach County residents each month. Moving to a different location, with loading docks and an efficient layout to properly allow for both incoming and outgoing product will allow PBCFB to serve current partners better.

Attachments: Amendment No. 1 with Palm Beach County Food Bank, Inc.

=====
DocuSigned by: Taruna Mallotra 4/16/2020
Recommended By: Taruna Mallotra Date
445054401E4040C Department Director

Approved By: [Signature] 4/22/2020
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	0				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No.:
 Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____


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

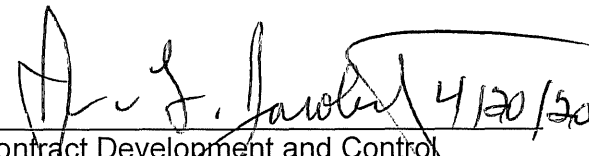
No additional funding required. Contract is being changed to extend the end date.

C. Departmental Fiscal Review: DocuSigned by:
Julie Dowe
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB *DO 4/14*
 4/17/2020
sj 4/16


 Contract Development and Control
 4-17-2020 TD

B. Legal Sufficiency:

DocuSigned by:
Helene C. Hvizd
 BE3DE20B2223413
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AMENDMENT NO. 1 TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS AMENDMENT TO CONTRACT FOR PROVISION FOR FINANCIAL ASSISTANCE (**R2019-0584**) made and entered into at West Palm Beach Florida, on this _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Palm Beach County Food Bank, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **90-0788707**.

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

WITNESSETH:

WHEREAS, the need exists to amend the contract to extend the contract end date from May 31, 2020 to May 31, 2021.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on May 7, 2019 is hereby amended as follows:

I. ARTICLE 2 – SCHEDULE shall be amended to read:

The term of this Agreement shall be for **TWO (2) YEARS**, starting June 1, 2019 through May 31, 2021, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.

II. ARTICLE 10 - NONDISCRIMINATION shall be amended to read:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal

opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

III. **ARTICLE 30 - SCRUTINIZED COMPANIES of this Contract shall be amended to read:**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

IV. **ARTICLE 32 - CRIMINAL HISTORY RECORDS CHECK to this Contract shall be amended to read:**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance.

Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

V. **New ARTICLE 34 – COUNTERPARTS to be included to read:**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

Palm Beach County Food Bank, Inc.
Agency's Name Typed

DocuSigned by:
Karen Erren
D7B0CF662BBA40A

Agency's Signatory Name
Karen Erren

Agency's Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hvigz
BF3DF20B2223413
Assistant County Attorney

DocuSigned by:
James Green
BF34EF22BFD492...
James Green, Director
Department of Community Services



PALMBEA-38

ABRAHAMSB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Andrea Northrop PHONE (A/C, No, Ext): (561) 721-3762 26046		FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: andrea.northrop@ioausa.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Nationwide Mutual Insurance Company	23787
		INSURER B : Scottsdale Indemnity Company	15580
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED

Palm Beach County Food Bank, Inc.
 525 Gator Drive
 Lantana, FL 33462

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL00000029649R	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA00000029650R	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB00000029651R	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D&O/EPLI			EKI3296538	7/1/2019	7/1/2020	Limit 3,000,000
A	Abuse & Molestation			PL00000029652R	7/1/2019	7/1/2020	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents"
 Included as Additional Insured as respect to Insured's General Liability for funding.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street, West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CertiSure, Inc 147 Avenue C SW Ste. 101 Winter Haven FL 33880	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C, No, Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:	
PHONE (A/C, No, Ext):	FAX (A/C, No):				
E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE					
INSURER A: Bridgefield Casualty Ins Co.	NAIC # 10335				
INSURER B:					
INSURER C:					
INSURER D:					
INSURER E:					
INSURER F:					

COVERAGES **CERTIFICATE NUMBER:** 20019 WC COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	196-21609	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided only for those employees leased to but not sub-contractors of Palm Beach County Food Bank, Inc.
 Coverage start date: 06/30/19

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura Street West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"></div>
---	--