

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_	No_X	
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 Danow
(Director, Library Finance and Facilities)

III. REVIEW COMMENTS:

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

Lucy Nant 3/28/22
JA 3-28-22 OFMB
MG 3/28/22

Ann J. Jewell 4/6/22
Contract Dev. And Control
4-6-22 (JW)

B. Legal Sufficiency:

Anne Delmont 4/6/22
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 _____, 2022 (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 May 31, 2022 through August 31, 2025, with the option to renew annually upon mutual written agreement by both parties until one party terminates the Agreement. However, in no event shall this agreement exceed five (5) years. 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 automatically be terminated.

This Agreement is also contingent upon all branches being operational and open to the public. If a location is not open and operational, PBC shall notify SB in writing, and this Agreement may be amended in writing by both parties.

3. **Meal Service:** SB will provide lunch and snacks to seventeen Palm Beach County Library locations (listed above) during the summer of 2022 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 11:15 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 until 1 hour before closing at the latest, and will take place until Friday, July 29, 2022. All meals and snacks must be consumed onsite, 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.

- 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 may be discontinued by either party with written notification of 7 business days to the other party with the exception of termination of service based on attendance, unless mutually agreed to by both parties.

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
arthaya@pbclibrary.org

SB School Board of Palm Beach County
Attn: Peter Wood
3661 Interstate Park Road, N, Suite 100
561-383-2009
Peter.wood@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 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 SB warrants and represents that throughout the term of this Agreement, 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 this Agreement.

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:

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock
Clerk & Comptroller

BY: _____
Deputy Clerk

BY: _____
Robert Weinroth, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

BY: Anne Delmont
Senior Assistant County Attorney

BY: [Signature]
Director, Palm Beach County Library

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: Frank A. Barbieri
Frank A. Barbieri, Chairman

BY: Michael J. Burke
Michael J. Burke, Superintendent

REVIEWED AND APPROVED AS TO LEGAL FORM

Kimberly Hall 3/22/2022
Office of General Council

Board Approval Date: 3/23/2022