

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
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 <u> </u>	No <u>X</u>	
Budget Account No.:					

Does this item include the use of federal funds? Yes No X
 Does this item include the use of State funds? Yes No X

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

Sources:

Impact: There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Alicia Larson
 (Director, Library Finance and Facilities)

III. REVIEW COMMENTS:

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

Lisa Maut 2/13/2024
 OFMB QA 2/13
 MF 2/13

Brenda Mackie 2/20/24
 Contract Dev. And Control
 2/20/24

B. Legal Sufficiency:

Anne Helgent 2-21-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

AGREEMENT

Between the Palm Beach County Board of County Commissioners and
The Palm Beach County Food Bank

This Agreement (Agreement) is hereby entered into as of March 12 2024 (the "Effective Date") between Palm Beach County, by and through its Board of County Commissioners (PBC) and the Palm Beach County Food Bank (FB).

1. Purpose. This Agreement outlines the responsibilities of FB and PBC in implementing the Childhood Hunger Initiatives Weekend Meal Program (the Program) for children at PBC Library System branch location(s), based on FB funding and food availability paired with need for hunger relief services at said location(s) with the ultimate goal of offering the Program at all locations: Canyon, Acreage, Wellington, Jupiter, Gardens (Palm Beach Gardens), Glades Road (Boca Raton), Hagen Ranch Road (Delray Beach), Hypoluxo, 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 year-round. It is the intent of the Program to offer the following service to PBC Library System location(s): provide school-age children (18 and under) with nutritious, easy-to-prepare food for the weekend. Every Friday, the child will receive two breakfasts, two lunches, a dinner, two snacks, two drinks, and a family meal to consume over the weekend when they do not have access to free breakfast and lunch at school.
2. Term. The term of this Agreement shall be from the effective date through December 31, 2028 and shall automatically renew annually. Termination of this Agreement is at will by either Party, by giving five (5) business days written notice to the other party.

This Agreement is contingent upon the FB receiving funding for the Program. If such funding is not awarded, the FB 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 FB in writing, and this Agreement may be amended in writing by both parties.
3. Meal Service. FB will deliver a mutually agreed upon number of weekend meal program boxes to mutually agreed upon location(s) on mutually agreed upon days/times and will be distributed by PBC Library System staff to children (ages 18 and younger) on Fridays for the weekend. Quantities of weekend meal program boxes, locations, and delivery days/times and any changes thereafter will be agreed upon in writing.
4. Rules and Guidelines. As a partner agency of the FB's Childhood Hunger Initiatives Weekend Meal program, the PBC Library System understands that it must adhere to the rules and guidelines of being a Childhood Hunger Initiatives partner agency. The rules and guidelines are outlined in The Program partner agency handbook (attached), which PBC will certify (by signing) as having read and understood.
5. PBC responsibilities. To become a Program partner agency in good standing, PBC must:
 - Notify the FB of pickup and/or delivery schedules, authorized pickup persons, or other contact information changes as they occur.

- Allow FB staff to take photographs and video of PBC representatives as well as children and their parents, to be featured on the FB website and other marketing materials, pending FB's photo release form is signed.
- Provide a point of contact for FB's The Program Manager.
- Assign at least one PBC Library System staff member to be available during designated delivery time window to receive and unload the Program boxes and sign for the allocation
- Store food safely as outlined in FB's The Program Partner Agency Handbook.
- Distribute food to children served by PBC Library System on Fridays and continue until leftover weekend meals are completed distributed.
- Provide statistics as requested by FB.
- Communicate with FB in the event of schedule changes of other unforeseen circumstances.
- Provide location for the delivery vehicle to unload the Program meals.
- Promote the awareness of the Program.

6. FB Responsibilities. FB is responsible for the following:

- Deliver The Program meals.
- Communicate with PBC Library System staff regarding any changes to The Program.

7. General Provisions:

7.1. 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.

7.2. Indemnification. PBC, as a governmental entity is 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.

7.3. 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 FB shall read "The Palm Beach County Food Bank, Inc., 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.

- 7.4. Payments. No fees or payments are due by either party for the services rendered pursuant to this Agreement.
- 7.5. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party.
- 7.6. 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.
- 7.7. 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: Adam Davis
3650 Summit Blvd.
West Palm Beach, FL 33406
561-233-2784
davisa@pbclibrary.org

FB Palm Beach County Food Bank
Attn: Zekera Christopher
701 Boutwell Road, Suite A-2
Lake Worth Beach, FL 33461
561-670-2518 ext. 323
zekera@pbcfoodbank.org

- 7.8. Amendment. This Agreement may be amended only by the mutual written consent of both parties.
- 7.9. 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.
- 7.10. 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.

- 7.11. 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 FB and/or PBC.
- 7.12. 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.
- 7.13. Inspector General. 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 FB, 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.
- 7.14. 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 FB 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.

As a condition of entering into this Contract, the FB represents and warrants that it will comply with the PBC'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the FB 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 FB retaliate against any person for reporting instances of such discrimination. The FB 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 PBC'S relevant marketplace in Palm Beach County. The FB understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in PBC contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. FB shall include this language in its subcontracts.

- 7.15. 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 FB.

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

Joseph Abruzzo
Clerk & Comptroller

BY: _____
Deputy Clerk

BY: _____
Maria Sachs, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

BY: Anne Helgen
Senior Assistant County Attorney

BY: [Signature]
Director, Palm Beach County Library

The PALM BEACH COUNTY FOOD BANK, INC.

BY: Jamie Kendall



Childhood Hunger Initiatives: Weekend Meal Program

Palm Beach County Food Bank

Partner Agency Handbook

2023-2024



THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

Dear Partner Agency,

Thank you for being a partner agency with the Palm Beach County Food Bank!

The Partner Agency Handbook is a guide that explains the roles and responsibilities of our partner agencies. Our expectation is that agencies fulfill the responsibilities and rules described in this handbook.

The Palm Beach County Food Bank is dedicated to providing kid-friendly, nutritionally sound, and culturally appropriate food. Once again, thank you for your partnership with our Childhood Hunger Initiatives: Weekend Meal Program! We look forward to working with you to help fight childhood hunger in our community. Please let us know how we can support you to help make this program effective and beneficial for the children you are serving.

If you have any questions or concerns, please reach out to:

Zekera Christopher, Childhood Hunger Initiatives Manager

Email zekera@pbcfoodbank.org

Phone: (561) 670-2518 ext. 323

In her absence, please reach out to:

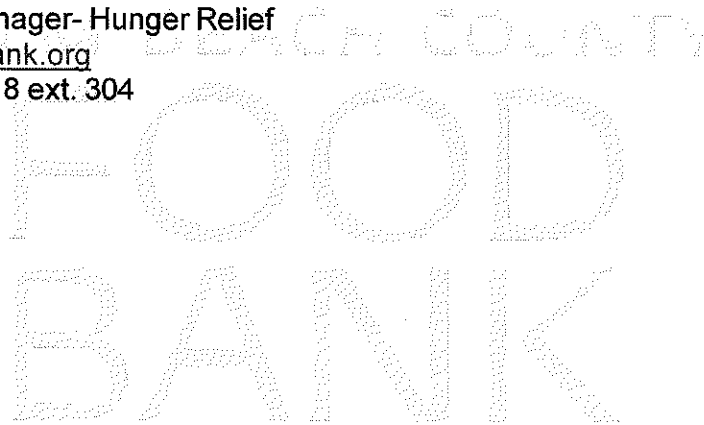
Liz Cabral, Senior Manager- Hunger Relief

Email: liz@pbcfoodbank.org

Phone: (561) 670-2518 ext. 304

Sincerely,

Programs Team



Section 1. The Palm Beach County Food Bank

1.1 Summary of Program

Palm Beach County Food Bank supports a network of partner agencies across the county in alleviating hunger.

Childhood Hunger Initiatives include two weekend meal Programs: Weekend Food for Kids and Lois' Food 4 Kids. These programs are designed to help combat childhood hunger by providing nutritious food to children in need during the weekend. Palm Beach County Food Bank purchases kid-friendly, nutritionally-sound, and shelf stable food that is packed into bags by volunteers. These bags are then distributed to our partner agencies who ensure they go to children in need on Fridays for the weekend.

Depending on your program's need, the Weekend Meal Program can operate during the school year, summer break, or year-round. You decide what timeframe works best for your program.

1.2 Menus

Palm Beach County Food Bank provides a series of rotating menus labeled A, B, and C to keep children engaged and avoid menu fatigue. All menus include the following:

- 2 drinks
- 2 breakfasts
- 2 lunches
- 2 snacks
- 1 individual dinner
- 1 family dinner

Palm Beach County Food Bank tries our best to be responsive to menu feedback. We encourage partner agencies to let us know when children express their love of or strong dislike of specific items.

Note: Although the Palm Beach County Food Bank tries to pack allergen-free bags, the meal bags may contain one or more of the common allergens: milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans. Palm Beach County Food Bank is unable to customize bags to avoid specific allergens or dietary restrictions.

Please note that absolutely no tips or gifts of any kind are allowed to Palm Beach County Food Bank staff.

1.3 Contact Information

Palm Beach County Food Bank can be reached by email, telephone, or in person:

Program Contact: Zekera Christopher

Phone Number: (561) 670-2518, ext. 323

Email: zekera@pbcfoodbank.org

Address: 701 A-2 Boutwell Rd, Lake Worth Beach, FL 33401

Website: www.pbcfoodbank.org

Hours: Monday – Friday, 8:00 a.m. – 4:00 p.m.


Palm Beach County Food Bank also has several social media accounts listed below. (right-click on the icon to access the respective social media account. The option is only available in the digital format of the handbook).

YouTube: PBC FoodBank 

Facebook: Palm Beach County Food Bank 

Twitter: FoodBankPBC 

Instagram: pbcfoodbank 

TikTok: pbcfoodbank 

1.4 Holidays and Emergency Closures

Palm Beach County Food Bank is closed on the following holidays:

- New Year's Day
- Memorial Day (last Monday in May)
- Independence Day (4th of July)
- Labor Day (first Monday in September)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day after Christmas Day

***Holidays are subject to change**

Please see section 2.3.4 for more information about how holidays impact partner agencies pickup and deliveries.

In the event that the Palm Beach County Food Bank is closed for an emergency or inclement weather, the Childhood Hunger Initiatives Manager will inform partner agencies of the closure and will alert agencies again when the Palm Beach County Food Bank reopens. Partner agencies will be alerted via mass email and are asked

to check email as frequently as possible. Please see Section 2.3.4 for more information about how emergency closures impact partner agencies.

Section 2. Active Partner Agencies

2.1 Palm Beach County Food Bank Partner Agency Requirements & Policies

To become a partner agency and remain an agency in good standing, the partner agency must...

- Be a non-profit and maintain a non-profit status or a governmental entity.
- Complete the Palm Beach County Food Bank's Childhood Hunger Initiative: Weekend Meal Program application online.
- Complete the Palm Beach County Food Bank's information sheet and sign the handbook acknowledgment form.
- Complete the Hunger Relief School Program Participation Agreement (Form 2641) if the site is a school under the School District of Palm Beach County.
- Notify the Palm Beach County Food Bank of pickup and/or delivery schedules, authorized pickup persons, or other contact information changes as they occur.
- Appropriate conduct during pickups and/or deliveries, site visits, and/or other interactions with the Palm Beach County Food Bank team members is expected.

Failure to comply with these requirements may result in suspension. The agency will not be allowed to receive food.

2.1.1 Required Documents

Palm Beach County Food Bank requires the partner agency maintain and provide updated copies of the following documents to the Programs team:

- Letter of 501(c)(3) status (or equivalent non-profit status) from the IRS (not applicable if the site is a school).
- DR-14 tax exempt form from the State of Florida
- Contact information (addresses, phone numbers, authorized pickups)
- Signed Handbook Acknowledgement Form

2.1.2 Visits

In an effort to learn more about the children being served by the Palm Beach County Food Bank, the Senior Manager- Hunger Relief or the Childhood Hunger Initiatives Manager may schedule a site visit. Agency representatives, as well as children and their parents, may be asked to take photographs to be featured on the Palm Beach County Food Bank website and other marketing materials. Any person who agrees to take pictures will need to sign a **photo release form**. (Appendix B.)

2.2 Communication

2.2.1 Methods of Communication

The Childhood Hunger Initiatives Manager will make every effort to contact the partner agency in a variety of ways, including phone calls, e-mails, letters, and in-person. However, it is the responsibility of partner agencies to make sure the Childhood Hunger Initiatives Manager has your agency's up to date contact information, including phone numbers, addresses, and email addresses.

Palm Beach County Food Bank serves over 200 partner agencies; the fastest way to reach a large number of agencies at once is through email. **It is especially important that agencies check their email regularly.**

Palm Beach County Food Bank is not responsible for missed communications by partner agencies that do not regularly check their mail, voicemail, or email.

2.2.2 Point of Contact

The Programs Team is the point of contact at Palm Beach County Food Bank for the Childhood Hunger Initiatives: Weekend Meal Program. Any questions or concerns about food or documents should be addressed with the Childhood Hunger Initiatives Manager.

Any changes to pick-ups and/or deliveries or contact information should be communicated directly to the Childhood Hunger Initiatives Manager. The Partner agency must not ask the Palm Beach County Food Bank warehouse team or drivers to communicate changes to the Childhood Hunger Initiatives Manager. The agency is responsible for reaching out directly to the Childhood Hunger Initiatives Manager with questions or concerns as they occur. Significant changes, such as authorized pickup persons, contact information, and non-emergency pickup changes **must** be communicated to the Childhood Hunger Initiatives Manager in writing.

Zekera Christopher, Childhood Hunger Initiatives Manager.

Email: zekera@pbcfoodbank.org

Phone: (561) 670-2518, ext. 323.

2.2.3 Other Correspondence

Occasionally, the Childhood Hunger Initiatives Manager will send out correspondence that is not directly related to the work of Palm Beach County Food Bank. Unless otherwise noted, these communications are for informational purposes only. Agencies should contact the organization that the email is being sent on behalf of for more information.

Partner agencies that have events or news they would like to share may forward the information via email to the Childhood Hunger Initiatives Manager. If appropriate, the Childhood Hunger Initiatives Manager will send out the information to all partner agencies.

2.2.4 Partner Agency Internal Communication

Palm Beach County Food Bank's point of contact for the program will be the contact person appointed by your agency. It is Palm Beach County Food Bank's expectation that the primary contact designated by your organization communicate, in a timely fashion, any pertinent information to all additional partner agency staff and/or volunteers, including authorized pickup representatives.

2.3 Pickup and Delivery

2.3.1 Pickups

Partner agencies who wish to pick up their weekend meal program boxes from Palm Beach County Food Bank must communicate to the Childhood Hunger Initiatives Manager a day and time that they will be picking up. **Please note that the partner agency's responsibility is to inform the Childhood Hunger Initiatives Manager of any changes in the pickup schedule, such as a change in date, time, and change in requested meal bags, designated pickup person, and contact information.**

Pickup times are available Monday through Friday from 8:00 a.m. to 3:00 p.m. All partner agencies must check in at the booth desk in the warehouse before receiving the order. The check-in process is below:

1. Park the agency vehicle by the warehouse at the back of the building. If you arrive in a truck, you will be guided to park on the receiving dock. If you are arriving in a small vehicle the warehouse staff will inform you of where to park while they retrieve your pallet.
2. The warehouse will bring the agency's pallet to the vehicle. Agencies are responsible for checking the received product and for loading the product into the agency's vehicle. Once the partner agency leaves Palm Beach County Food Bank's premises, they are responsible for the product.

Note: The partner agency must be mindful and respectful of the property and Palm Beach County Food Bank staff. We ask that you not leave behind trash, such as discarded pallets, wrappers, boxes, and other trash.

Agency representatives should budget up to 15 minutes to receive their order from the warehouse after the assigned pickup time. The agency representatives will be informed in a timely manner of any warehouse delays.

2.3.2 Safety Protocol for Agency Representatives

Palm Beach County Food Bank cannot be held liable for agency representatives not following safety protocol, resulting in injury. We ask that visiting agency representatives follow the following safety rules for their safety and the safety of all other visiting partner agency representatives and Palm Beach County Food Bank staff. Safety protocol includes, but is not limited to:

- Agency representatives are not allowed to enter the Palm Beach County Food Bank warehouses, unless accompanied by a Palm Beach County Food Bank staff member.
- Listen for the warning noises of the forklifts as they deliver pallets of food to the agencies.
- Be careful of wooden pallets and other debris left in the parking lot as part of the distribution process.
- Be mindful of moving vehicles in the parking lot where distribution to agencies takes place.
- Be aware of the multiple parking lot posts/bollards and poles which are part of the parking space awnings.

2.3.3 Deliveries

Palm Beach County Food Bank offers a delivery service to partner agencies located in Western Palm Beach County (Belle Glade, Pahokee, and South Bay), School District of Palm Beach County partners, and agencies with limited transportation. Partner agencies with scheduled deliveries will have their weekly allocation delivered directly to the agency's facility.

The Childhood Hunger Initiatives Manager will inform the partner agency of deliveries that are ahead or behind schedule in a timely manner.

The partner agency should have a flatbed ready to assist the driver with loading the boxes onto the flatbed. If there is no volunteer and/or staff member present at the partner agency location upon the driver's arrival, and it is within the designated timeframe, the Palm Beach County Food Bank driver will call the partner agency as a courtesy reminder and will wait up to 15 minutes for the

partner agency representative to arrive. The Palm Beach County Food Bank driver cannot wait longer than 15 minutes due to other deliveries that need to be fulfilled.

Upon arrival, the Palm Beach County Food Bank's driver will unload the partner agency's boxes and bring them as close to the agency's front door as possible. **Palm Beach County Food Bank's driver will not bring boxes inside the building.**

The Partner agency is expected to have at least one volunteer and/or staff member available at their facility during an agency's designated delivery time window to receive and unload the boxes. The volunteer and/or staff member must sign for their allocation (this person **must** be authorized).

Partner agencies who miss their delivery and do not respond to phone calls from Palm Beach County Food Bank's driver will forfeit their allocation for the week.

The partner agency must be mindful and respectful of the Palm Beach County Food Bank driver.

2.3.4 Pickup and Delivery Changes

Any requested changes in pickup or delivery, including changes of times, dates, or persons authorized to pick up food, **must** be communicated to the Childhood Hunger Initiatives Manager. Partner agencies must also provide a reason for the change to the Childhood Hunger Initiatives Manager (for example, transportation issues or volunteer availability).

Palm Beach County Food Bank recognizes three types of changes:

- **Last Minute/Emergency Changes:** These types of changes are unpredictable (transportation issues, volunteer out sick, etc.). These changes should be communicated to the Childhood Hunger Initiatives Manager **within 30 minutes** of pickup and/or delivery time. Communicating emergency changes ensures that partner agencies will not be penalized for missing pickups. In the event that Palm Beach County Food Bank is closed due to an emergency or bad weather, the Childhood Hunger Initiatives Manager will communicate with partner agencies to determine alternate pickup times, if possible.
- **Special Changes/Holidays:** These types of changes are predictable and usually are a one-time change. These changes should be communicated to the Manager **at least 7 days** prior to the change. No pickups will be available on the holidays listed under **Section 1.3** of this handbook. The Manager will contact partner agencies prior to each holiday and provide agencies with alternative dates for pick up. Partner agencies must confirm an alternate date.

- **Permanent Changes:** These types of changes usually take place when a partner agency's authorized pickup person has a change in schedule. These changes should be communicated to the Childhood Hunger Initiatives Manager **at least 7 days** prior to the changes being made. Communicating these changes with advance notice will allow Palm Beach County Food Bank to prepare for the changes.

Note: Agencies will have to wait until their next scheduled pickup to receive food. Agencies who miss their delivery or scheduled pickup and do not respond to phone calls from Palm Beach County Food Bank's driver will forfeit their allocation for the week.

2.4 Food Safety

All partner agencies are required to store food safely. Below are basic safety tips that partner agencies are expected to follow.

2.4.1 Food Storage

Once food is at a partner agency's location, it should be stored in a secure, locked location, at the appropriate temperatures. All doors, windows, and roofs of storage areas should be well sealed to prevent pests from entering and water damage from inclement weather. Food should be stored at least six inches off of the ground, six inches away from the ceiling, and away from walls to allow for adequate air circulation.

Non-food items, such as cleaning supplies, should be stored separately from food. If non-food items must be stored in the same area as food, they should be stored on a bottom shelf below food products to avoid food contamination.

All storage surfaces, including floors, shelves, and pallets, should be cleaned regularly. Cleaning may involve sweeping, dusting, or mopping. Cleaning on a regular basis helps prevent cross contamination due to spills or leaks and removes food scraps or crumbs that may attract pests. Refrigerated storage areas should also be cleaned regularly to avoid mold and mildew buildup, which is unsafe for food storage.

Store foods away from sources of heat and light, which decreases shelf life.

Keep dry storage areas clean with good ventilation to control humidity and prevent the growth of mold and bacteria.

2.4.2 Storage Temperatures

Store dry foods at 50°F for maximum shelf life. However, 70°F is adequate for dry storage of most products. If a dry storage area is not air conditioned, there should be a thermometer present to monitor temperatures.

2.4.3 Damaged Product

Partner agencies take responsibility for the product once the agency has left Palm Beach County Food Bank premises. Please discard and notify Palm Beach County Food Bank immediately of any damaged, rusted, or opened food or packaging.

2.5 Distributing Food

Food that is received from the Palm Beach County Food Bank is intended only for the agency that is picking up food and must not be distributed to other agencies or children outside of your agency's program. Food can only be stored at the approved site address on record. Food must be distributed only to the children served by your agency. Partner agency may distribute the food bags to the students or to the adult approved to pick up the child from your program on Friday afternoons.

Partner agencies may distribute earlier in the week in the event of a holiday or other closure. Each child may only receive one bag per week.

Food or other products provided by Palm Beach County Food Bank must not be sold, traded, bartered, or given in exchange for donations, volunteer hours, or compensation in any circumstance. Selling or attempting to return food provided by Palm Beach County Food Bank to a donor in exchange for monetary or other compensation will result in immediate termination as a partner agency.

Partner agencies are provided with a specific number of bags based on the number of children being served. Please communicate any changes in capacity to the Childhood Hunger Initiatives Manager as soon as possible, so we can adjust your allocation as necessary.

Partner agency may not include any items in the bags that are not distributed to them by Palm Beach County Food Bank. Any other items sent home with children should be done separately and independently of Childhood Hunger Initiatives: Weekend Meal Bags.

2.5.1 Discrimination

Partner agencies must not deny access to weekend meal bags provided by Palm Beach County Food Bank on the basis of race, creed, national origin, religious affiliation, sex, sexual preference, age, or handicap.

Section 3. Agency Compliance and Inactivity

Agencies who fail to comply with Palm Beach County Food Bank policies, including, but not limited to, the policies outlined in this handbook, may be suspended until the issue is resolved. Agencies that are suspended for more than three consecutive months automatically become inactive agencies (see section 3.1). Agencies placed on the inactive list will not be allowed to pick up food. Agencies may be placed on the inactive list for the following reasons:

- Not providing Palm Beach County Food Bank with updated documents, including, but not limited to, 501c3 letters, DR-14 tax exempt forms, and updated contact information.
- If agencies do not pick up or are available at the time of delivery without informing the Childhood Hunger Initiatives Manager. Agencies will be issued a warning when they do not pick up or receive delivered food for two consecutive scheduled pickups and/or deliveries. Agencies who do not pick up or receive delivered food for three consecutive scheduled pickups will be suspended.
- Not complying with policies as outlined in this handbook and the application, including non-discrimination and distribution policies. Partner agencies must sign the Handbook Acknowledgement Form (Appendix A) and keep a copy on file in order to partner with Palm Beach County Food Bank.

Please note that this is not a complete list, and Palm Beach County Food Bank may place an agency on suspension for other reasons, as appropriate.

3.1 Inactive Agencies

Agencies may be placed on the inactive list for voluntary reasons (for example, the agency is closed for the summer) or for involuntary reasons (being suspended for 3 consecutive months). Agencies that are inactive for over six months, whether for voluntary or involuntary reasons, will need to reapply.

The Manager will make every effort to get in touch with the agency regarding out-of-date documents, missing reports, and any other requirements that may impact the partner agency's ability to receive food. However, it is the responsibility of each agency to provide the Childhood Hunger Initiatives Manager with updated contact information, and to reply to emails, phone calls, letters, etc. in a timely manner. If the Childhood Hunger Initiatives Manager is unable to get in touch with the partner agency after repeated attempts, the agency will be placed on the inactive list, and they will not be able to receive food.

Agencies that are placed on the suspended list multiple times or are placed on the inactive list for fraudulent activities, may be permanently suspended from receiving food from Palm Beach County Food Bank and may not be able to reapply for membership as a partner agency.

3.2 Grievances

3.2.2 Grievances against Palm Beach County Food Bank

Partner agency may lodge a grievance if it believes that Palm Beach County Food Bank has not treated them justly. A grievance against Palm Beach County Food Bank must be submitted using the Partner Agency Grievance Form (Appendix C). Palm Beach County Food Bank's steps to resolve grievances are outlined below:

All completed grievance forms submitted by partner agencies will be reviewed by the Sr. Manager – Hunger Relief. The team will then develop a Plan of Action and Resolution to remedy the grievance. If the grievance is in regard to a specific staff member on the Programs team, the grievance should be submitted to the Sr. Manager – Hunger Relief, who will review the complaint. The Plan of Action and Resolution will be proposed to the agency's primary contact within **10 days** of receiving the form and they will be given **10 days** to either sign-off on the plan or choose to move to the next step in the grievance process.

1. If the agency's primary contact is not satisfied with the resolution proposed in the first step, they may request a meeting with the Childhood Hunger Initiatives Manager and Sr. Manager – Hunger Relief in writing. The meeting request should include the reasons for not accepting the resolution proposed in the first step. This meeting will allow for discussion of the grievance, with the goal of a resolution and signed off on by both parties at the conclusion of the meeting.
2. If the two parties do not come to an agreed upon conclusion by the end of the meeting, a meeting with Palm Beach County Food Bank's Chief Executive Officer will be scheduled within **5days**. Additional staff members involved in the process may be invited. The CEO will issue a written letter communicating the decision to the agency within **10 days** of the conclusion of this meeting to the agency's primary contact. This decision is final, and the grievance process is concluded.

An agency will not be discriminated against harassed or retaliated against as a result of filing a grievance.

Appendix A. Childhood Hunger Initiatives Weekend Meal Program Handbook
Acknowledgement Form

As a partner agency of the Palm Beach County Food Bank's Childhood Hunger
Initiatives Weekend Meal program, I understand that our agency,

_____, must adhere to the rules and guidelines of
being a Childhood Hunger Initiatives partner agency. The rules and guidelines are
outlined in the Childhood Hunger Initiatives partner agency handbook, which I certify I
have read and understood. I understand if I have questions about any aspect of being a
Palm Beach County Food Childhood Hunger Initiatives partner agency, I will contact the
Childhood Hunger Initiatives Program Manager. I understand that:

- A staff member/ adult volunteer must be available at the time of delivery to assist with unloading Weekend Meal boxes.
- Students are not allowed to assist with unloading boxes.
- The PBCFB driver is not allowed to bring the boxes into the building.
- The PBCFB driver can only wait up to 15 minutes for staff to receive boxes. After 15 minutes the driver will leave; it is my responsibility to pick up the boxes from the PBCFB warehouse or I will forfeit my week's order.

I, _____, acknowledge that I have read the Childhood
Hunger Initiatives Agency Handbook on behalf of _____
in order to participate as a Childhood Hunger Initiatives partner agency with Palm Beach
County Food Bank. I commit to sharing the information with the appropriate staff members
and/or volunteers at my agency.

Signature

Date

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

Photo / Video Release Form

I, _____, hereby authorize the Palm Beach County Food Bank, and all of its officers, employees, and agents, to use, reproduce, and publish photographs and/ or video that may pertain to me. This includes my image, likeness, and voice without compensation. I fully understand that this material may be used in various publications including but not limited to, the organization’s website, annual report, and social media pages. By signing this document, I hereby grant, transfer, and convey to PBCFB, its assigns, licensees, and legal representatives, all of my rights, title and interest in and to all photographic images, video or audio recordings, in all form and manner. Such rights, title and interest includes, without limitation, the right to any royalties, proceeds or other benefits derived from the reproductions of my image.

Printed Name: _____

Signed Name: _____

Date: _____

**If under the age of 18, a parent or guardian’s signature is required.*

Parent/Guardian Printed Name: _____

Signed Name: _____ Minors Name: _____ Date: _____

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

Appendix C. Childhood Hunger Initiatives Weekend Meal Program Handbook Grievance Form

Contact Information

Agency Name: _____ Agency Number: _____

Name of Person Filing Grievance: _____

Agency Mailing Address: _____

City: _____ Zip Code: _____

Phone #: _____ Email: _____

Explanation of Grievance

Date of Occurrence: _____

Nature of Complaint and Relevant Details: _____

Proposed Resolution: _____

Signature of Person Filing Grievance

Date

Please submit this form to the PBCFB Programs Department by emailing it to agency@pbcfoodbank.org or mailing it to: **ATTN: Agency Relations**, Palm Beach County Food Bank, 701 Boutwell Road, Suite A2, Lake Worth Beach, FL 33461

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

For PBCFB Staff Use Only

Signature of Staff Member Receiving Grievance

Date Received

Follow Up Procedure Notes: _____

Plan of Action and Resolution (see attached letter): _____

Signature of Programs Team Member

Date

Signature of Sr. Program Manager

Date

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.