

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director, 797-1150

DOCUMENT PREPARED BY: Dennis Andresky, Parks and Recreation Director, 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: District 1 and District 4 with Town wide participation

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BROWARD COUNTY SCHOOL BOARD FOR THE PROVISION OF SUMMER FOOD MEAL SERVICE FOR THE TOWN'S FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM.

REPORT IN BRIEF: The Town utilizes the State of Florida Department of Education Summer Food Services Program to provide summer program lunches and snacks at the Eastside Community Center, Potter Park Multipurpose Center and Orange Park Community Center. The program is federally funded and program sponsors are encouraged to use their local public or private school authority as a meal service provider. Town staff monitors and administers this program and the grant fully reimburses the Town. Staff recommends use of the School Board of Broward County as a meal provider for this program.

PREVIOUS ACTIONS: This will be the sixth year that Broward County School Board Food Services Division provides approximately 3,000 lunches and snacks.

CONCURRENCES: R- 2003-40, R 2003-116, R-2004-065, and R-2005-59, Agreement has been reviewed by the Town Attorney.

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$15,000

Account Name: Diversionary Drop in/Food Program Expense

What account will funds be appropriated from: 001-0816-572-0518

Additional Comments: Grant reimbursement for cost of meals.

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s): Resolution, USDA Summer Food Program Administrative Guidance, Florida Dept. of Education Technical Assistance Note No. 2006-12, Summer Food Service Agreement

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BROWARD COUNTY SCHOOL BOARD FOR THE PROVISION OF SUMMER FOOD MEAL SERVICE FOR THE TOWN'S FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM.

WHEREAS, the Town of Davie utilizes the federally funded State of Florida Department of Education Summer Food Services Program to provide lunches and snacks for its Summer Camp Programs at Eastside Community Hall, Orange Park Community Center, and Potter Park Multipurpose Center; and

WHEREAS, the United States Department of Agriculture encourages the use of the local public or private school food authority as a food service provider; and

WHEREAS, it is in the best interest of the Town of Davie to enter into an agreement with its local public school food authority, the Broward County School Board, for the provision of summer camp program lunches and snacks.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to enter into an agreement with the Broward County School Board for the provision of Summer Food Meal Service.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

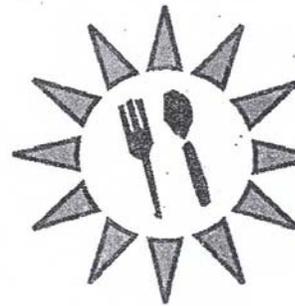


United States
Department of
Agriculture

Food and
Nutrition

Summer Food Service Program for Children

2005 Administrative Guidance for Sponsors



Food That's In When School Is Out!

Soliciting Local Schools (7 CFR 225.15(b)(1))

Federal regulations strongly encourage sponsors to first consider their local school food authority (SFA) as a source for obtaining meal service. Using the facilities of local public or private schools to prepare or obtain meals offers the sponsor several advantages. These schools often prepare large numbers of meals during the school year and already have the facilities and the staff to prepare meals for the SFSP. In addition, many schools are accustomed to preparing meals that meet USDA requirements if they participate in other Child Nutrition Programs. Finally, the contractual arrangement needed to obtain the service of a SFA, a written agreement is simpler to execute than the formal competitive procurement process that is required to use a commercial company.

When assessing a school's ability to provide meal service, sponsors must consider whether or not an adequate delivery service to sites can be established and whether the meals prepared by the school are comparable in price and quality to those available from commercial vendors. Furthermore, if the school itself obtains its meals from a food service management company, the sponsor must not enter into an agreement for meal service; rather, the competitive bid procedures described below must be utilized. Sponsors that can use local school food service facilities must enter into a written agreement with the school, but are not required to utilize the competitive bid procedures described below. Attachment 9 in the Reference Section includes a sample agreement between the school and sponsor to furnish prepared meals.

Year-round Contracts With School Food Authorities

If a sponsor is considering using a School Food Authority (SFA's) that has executed a year-round contract with food service management companies, please check with your State agency before implementing a contract. Specifically, this is to determine whether SFSP meals may be included in a contract that was competitively procured on a cost-plus-fixed fee basis. (Policy Memo #1-04; Contract Requirements for School Sponsors: March 2, 2004)

Selecting a Company

If a written agreement with a local school is not possible or is not beneficial, sponsors may contract with a food service management company to prepare and deliver meals. No sponsor may, however, contract out the management responsibilities of the SFSP such as monitoring, staff training, enforcing corrective action, or preparing program applications and claims for reimbursement. Sponsors remain legally responsible for seeing that the food service operation meets all requirements specified in the agreement they sign with the State agency. It is also important to note that the contract is between the sponsoring organization and the food service management company only, and neither USDA nor the State agency have

jurisdiction to enforce it with either party, or resolve any disputes that may arise.

Procurement

All procurement of food, supplies, goods, and other services with program funds by sponsors must comply with procurement standards prescribed in USDA's Uniform Federal Assistance Regulations, 7 CFR Part 3016 for public sponsors and 7 CFR Part 3019 for private non-profit sponsors. (Note: USDA issued a final rule on August 14, 2000 that establishes Part 3016 and Part 3019 as the appropriate USDA procurement regulations for USDA entitlement programs, including the SFSP and other Child Nutrition Programs.) The State agency will make these documents available to sponsors upon request, and can provide more detailed information about these minimum purchasing requirements. In addition to complying with the minimum Federal standards, sponsor purchases may have to meet other State, local, and/or State agency standards, as well as special procurement requirements which may be established by the State agency, with approval of FNS, to prevent fraud, waste, and program abuse.

Minority Business Enterprise (7 CFR 3016.36(e) and 3019.44(b))

All sponsors are encouraged to procure their food, supplies, goods, and services from minority business enterprises. Sponsors may wish to divide their total procurement needs into smaller quantities to facilitate participation by minority business enterprises. They may also want to establish delivery schedules that will help minority business enterprises meet deadlines. Sponsors can use the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the Department of Commerce.

Invitation for Bid and Contract (7 CFR 225.6(h)(2))

State agencies may require all sponsors under their jurisdiction to use a standard contract for meals provided by a food service management company. These standard contracts may vary according to different State and local requirements. This document can serve a dual purpose. It may contain the specific information a bidder needs to submit (The Invitation for Bid) and, upon acceptance of the bid and execution, it becomes the contract.

TECHNICAL ASSISTANCE NOTE

No. 2006-12



Department of Education
John L. Winn, Commissioner

School Business Services
Food and Nutrition Management

Contact: Michelle Morris

Florida House Bill #227: Ms. Willie Ann Glenn Act, an Act
Relating to Children's Summer Nutrition Programs (850) 245-9262
SC 205-9262

DATE: January 31, 2006

TO: District Superintendents, Sponsors of the National School Lunch and Summer Food Service Programs

FROM: Diane Santoro, Administrator
Food and Nutrition Management *Diane C. Santoro*

SUBJECT: Florida House Bill #227: Ms. Willie Ann Glenn Act, an Act Relating to Children's Summer Nutrition Programs

This document supports the mission of Florida's K-20 education system to increase the proficiency of all students within one seamless, efficient system. Through this and other modes of assistance, the office of Food and Nutrition Management (FNM) supports the State Board of Education's goal of delivering quality, efficient services (Section 1008.31(3), Florida Statutes).

House Bill 227 requires that district school boards develop plans to sponsor summer nutrition programs; provides criteria for operating program sites; and provides for exemption under certain conditions. This new law became effective July 1, 2005.

Chapter 2005-73, General Laws, further explains that House Bill 227 is "an act relating to children's summer nutrition programs; providing a popular name; requiring each district school board to develop a plan to sponsor a summer nutrition program; providing criteria for operating summer nutrition program sites; authorizing exemption from sponsoring a summer nutrition program and providing procedures therefor; requiring a district school board to annually reconsider its decision to be exempt; authorizing district school boards to encourage not-for-profit entities to sponsor a summer nutrition program under certain circumstances; authorizing a superintendent of schools to collaborate with specified agencies and private, not-for-profit leaders to implement a summer nutrition program; providing for reporting; directing the Department of Education to provide each district school board with a list of organizations intending to participate; providing an effective date."

DIANE SANTORO, ADMINISTRATOR
FOOD AND NUTRITION MANAGEMENT

325 W. GAINES STREET • SUITE 1014 • TALLAHASSEE, FL 32399-0400 • (800) 504-6609 • www.fldoe.org
Suncom 205-0460 • FAX (850) 245-9263 • diane.santoro@fldoe.org

Technical Assistance Note 2006-12
January 31, 2006
Page 2

The provisions of H.B. 227 as enacted by the 2005 Legislature of the State of Florida are as follows:

Section 1: Children's summer nutrition program.

(1) This section may be cited as the "Ms. Willie Ann Glenn Act."

(2) Each district school board shall develop a plan by May 1, 2006, to sponsor a summer nutrition program beginning the summer of 2006 to operate sites in the school district as follows:

(a) Within 5 miles of at least one elementary school at which 50 percent or more of the students are eligible for free or reduced-price school meals and for the duration of 35 consecutive days; and

(b) Except as operated pursuant to paragraph (a), within 10 miles of each elementary school at which 50 percent or more of the students are eligible for free or reduced-price school meals.

(3) (a) District school boards may be exempt from sponsoring a summer nutrition program pursuant to this section. A district school board seeking such exemption must include the issue on an agenda at a regular or special district school board meeting that is publicly noticed, provide residents an opportunity to participate in the discussion, and vote on whether to be exempt from this section. The district school board shall notify the Commissioner of Education within 10 days after it decides to become exempt from this section.

(b) Each year the district school board shall reconsider its decision to be exempt from the provisions of this section and shall vote on whether to continue the exemption from sponsoring a summer nutrition program. The district school board shall notify the Commissioner of Education with 10 days after each subsequent year's decision to continue the exemption.

(c) If a district school board elects to be exempt from sponsoring a summer nutrition program under this section, the district school board may encourage not-for-profit entities to sponsor the program. If a not-for-profit entity chooses to sponsor the summer nutrition program but fails to perform with regard to the program, the district school board, the school district, and the Department of Education are not required to continue the program and shall be held harmless from any liability arising from the discontinuation of the summer nutrition program.

(4) The superintendent of schools may collaborate with municipal and county governmental agencies and private, not-for-profit leaders in implementing the plan. Although schools have proven to be the optimal site for a summer nutrition program, any not-for-profit entity may serve as a site or sponsor. By April 15 of each year, each school district with a summer nutrition program shall report to the Department the district's summer nutrition program sites in compliance with this section.

Technical Assistance Note 2006-12
January 31, 2006
Page 3

(5) The Department shall provide to each district school board by February 15 of each year a list of local organizations that have filed letters of intent to participate in the summer nutrition program in order that a district school board is able to determine how many sites are needed to serve the children and where to place each site.

Section 2: This act shall take effect July 1, 2005.

If you have questions, please contact Michelle Morris at (800) 504-6609 or michelle.morris@fldoe.org.

DS/TW/set

SUMMER FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(Hereinafter referred to as "CITY"),
a municipal corporation of the State of Florida.

WHEREAS, the CITY is desirous of obtaining food services for a Summer Food Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Effective Date.** The effective date of this Agreement shall be May 30, 2006.

2.02 **Term.** The term of this Agreement shall be from May 30, 2006 through July 21, 2006.

2.03 **Meals Provided.** SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. The meals will be delivered by SBBC in a timely manner to the sites listed on Exhibit "A".

2.04 **Meal Rates.** SBBC will deliver unitized meals, inclusive of milk, to the CITY for the following rates:

Lunch: \$2.75 per meal.

Snack: \$.60 per meal.

2.05 **Meal Reports.** SBBC's Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the CITY promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.06 **Meal Invoices.** SBBC's School Food Accounting Department will send an invoice to the CITY each month setting forth the amounts payable to SBBC for the meals provided. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department. The CITY will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice. SBBC's records regarding the delivery of meals and the CITY's Program participation shall be open to inspection and audit by the CITY and its designees upon reasonable advance notice.

2.07 **Audits.** With regard to any inspection or audit of records pursuant to this Agreement, each party agrees that the other party and its designee(s) shall have full access to inspect and copy any records reasonably necessary for the conduct of such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Broward County, Florida. Each party agrees to provide a reasonable sufficient workspace for the use of the inspecting or auditing party's personnel during such inspection or audit. Each party agrees to cooperate with the inspecting or auditing party and its designee(s) during the course of an inspection or audit. The costs of any such inspection or audit shall be borne by the party requesting the inspection or audit.

2.08 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 documents 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.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulation in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, Florida 33351

To CITY:

Bette S. Gibson
Davie Parks & Recreation Dept.
6901 Orange Drive
Davie, FL 33314-3399

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

Robert Paul Vignola
School Board Attorney

FOR CITY

(Corporate Seal)

TOWN OF DAVIE

ATTEST:

By _____
Tom Truex,
Mayor

(Please Print)

(Signature)

-OR-

Witness (please print)

(Signature)

Witness (please print)

(Signature)

The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as _____

Type of identification

identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

Exhibit A

TOWN OF DAVIE

Eastside Community Hall

4300 S.W. 55th Avenue
Davie, FL 33314
Contact: Sharon Johnson
Telephone: 954-797-1184

Davie Police Athletic League (P.A.L.)
Potter Park Multipurpose Center
4300 S. W. 57th Terrace
Davie, FL 33314
Contact: Natalie Echavarria
Telephone: 954-321-2561
Fax: 954-321-2563
No snacks

Orange Park Community Center
841 S.W. 133rd Avenue
Davie, FL 33314
Contact: Rafael Acosta
Telephone: 954-423-5118

* * * * *

THIS PAGE
INTENTIONALLY
LEFT BLANK

* * * * *