

**RESOLUTION NO. ~~2014-106~~**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A SNACK PROGRAM AGREEMENT, ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO PURCHASE AND PROVIDE SNACKS TO PARTICIPANTS IN THE CITY'S 21<sup>ST</sup> CENTURY YOUNG LEADERS WITH CHARACTER AFTERSCHOOL PROGRAM, FOR A TERM OF ONE YEAR, COMMENCING ON AUGUST 20, 2014 AND ENDING ON AUGUST 19, 2015, AT A RATE OF 75 CENTS (\$0.75) FOR EACH SNACK PURCHASED, NOT EXCEEDING \$20,250.00 IN TOTAL EXPENDITURES.

**WHEREAS**, pursuant to Hialeah, Fla., Resolutions 11-72 (July 26, 2011), 12-92 (Aug. 20, 2012) and 13-70 (Aug. 16, 2013), the City entered into a snack program agreement with The School Board of Miami-Dade County for one year for three consecutive years since August 22, 2011; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the City of Hialeah, its residents, and the program participants to renew a snack program agreement with The School Board of Miami-Dade County at a rate of 75 cents (\$0.75) for each snack purchased.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Snack Program Agreement, attached hereto and made a part hereof as Exhibit "1", with The School Board of Miami-Dade County, Florida to purchase and provide snacks to participants in City's 21<sup>st</sup> Century Young Leaders with Character afterschool program, for a term of one year, commencing August 20,

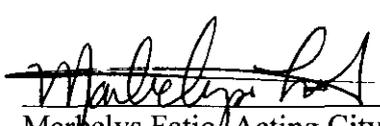
2014 and ending on August 19, 2015, at the rate of 75 cents (\$0.75) for each snack purchased, not exceeding \$ 20,250.00 in total expenditures.

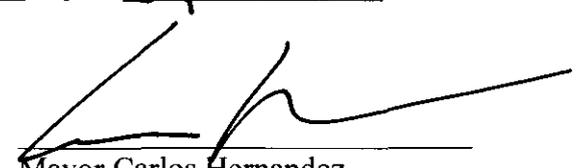
PASSED AND ADOPTED this 26 day of August, 2014.

  
\_\_\_\_\_  
Isis Garcia Martinez  
Council President

Attest:

Approved on this 05 day of September, 2014.

  
\_\_\_\_\_  
Marbelys Fatjo, Acting City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena Bravo, Acting City Attorney

Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

## SNACK PROGRAM AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 20<sup>th</sup> day of August 2014, in Miami-Dade County, Florida, by and between The City of Hialeah, by and through Education and Community Services, (hereinafter referred to as the "Agency"), located at 7400 West 24<sup>th</sup> Avenue, Hialeah, Fl. 33016, and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "School Board"), located at 1450 NE 2<sup>nd</sup> Avenue, Miami, Florida 33131, provides terms and conditions pursuant to which the School Board shall provide food service to the Agency.

### **ARTICLE I - SCOPE OF WORK AND COMPENSATION**

1.1 The School Board agrees to:

- A. Provide snacks as listed on the menu, Exhibit A.
- B. Provide snacks to Agency every day school is in session.
- C. Provide the number of snacks requested by Agency.
- D. Provide the Agency with monthly invoices for the amount owed for the snacks served.

1.2 The Agency agrees:

- A. To provide a list of Miami-Dade County Schools that will receive snacks to be attached and incorporated into this agreement as Exhibit B.
- B. Pick-up snacks daily at site non-Miami-Dade County Schools from a school in proximity.
- C. To provide the School Board with the number of snacks to be served every week on the Friday of the preceding week.
- D. Pay the School Board \$0.75 cents per snack/meal served based on monthly invoices signed by the Agency staff.
- E. That the total amount of dollars to be paid to the School Board should not exceed \$ 20,250.00 from August 20, 2014 through August 19, 2015.
- F. To reimburse in full the School Board every ninety (90) days from the billing date, for all snacks provided by the School Board.



## **ARTICLE II - TERM OF AGREEMENT**

- 2.1 **EFFECTIVE TERM:** The effective term of this Agreement shall be from August 20, 2014 through August 19, 2015.
- 2.2 **CANCELLATION:** The School Board reserves the right to cancel snack service if payment is not received in accordance with Article 1.2, Section E. The cancellation notice shall be in writing providing a grace period of thirty (30) days from the date of notice.
- 2.3 **TERMINATION:** Both parties reserve the right to terminate this Agreement for any reason upon giving thirty (30) days written notice to the other party. If the Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and Agency shall pay for all snacks that were provided.

### **DEFAULT:**

If the Agency fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Agency in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and without further deliveries, except for those necessary and proper costs which the School Board cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) Days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Agency has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedies that may be legally available.

### **ARTICLE III WRITTEN NOTICE DELIVERY:**

- 3.1 Notice under this Agreement shall be sufficient if made in writing and delivered personally sent by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

If to the Agency                      Marla Alpizar  
City of Hialeah by and through  
Education and Community Services  
7400 W. 24<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Hialeah, Florida 33016

If to the School Board              Alberto Carvalho  
Superintendent of Schools  
The School Board of Miami-Dade County,  
Florida  
1450 NE 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida 33132

With a copy to:                      Penny Parham, Administrative Director  
Miami-Dade County Public Schools  
Department of Food and Nutrition  
7042 West Flagler Street  
Miami, Florida 33144

And a copy to:                      The School Board of Miami-Dade County,  
Florida  
Attn: School Board Attorney  
1450 NE 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida 33132

#### **ARTICLE IV – AMENDMENT**

No amendment to this Agreement shall be binding on either party unless it is in writing and signed by both parties.

#### **ARTICLE V – 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. 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 matter arising out of any contract.

#### **ARTICLE VI – INDEMNIFICATION**

To the fullest extent permitted by law, the Agency shall indemnify and hold harmless the School Board, and its employees (“Indemnitees”) from and against all claims, liabilities,

damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Agency's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Agency or other persons employed or utilized by the Agency in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Agency. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Agency to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Agency shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

#### **ARTICLE VII – DUTY TO DEFEND**

The Agency agrees, at its own expense, and upon written request by the School Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Agency's performance under this Agreement.

#### **ARTICLE VIII – BACKGROUND SCREENING REQUIREMENTS**

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.

#### **ARTICLE IX– GOVERNING LAW & VENUE; ATTORNEY'S FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In case of litigation, venue shall be in Miami-Dade County. Each party shall be responsible for its own attorney's fees.

#### **ARTICLE X – CONFIDENTIAL INFORMATION AND RECORDS**

The parties agree to abide by all applicable laws such as Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPPA") of 1996.

## **ARTICLE XI – ACCESS TO RECORDS/FLORIDA’S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida’s Public Records Laws, Chapter §119, Florida Statutes. Agency understands the broad nature of these laws and agrees to comply with Florida’s Public Records Laws and laws relating to records retention. The Agency shall keep records to show its compliance with program requirements. Agency and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Agency which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Agency shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Agency shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Agency must be transferred to School Board at no cost. If records are stored electronically the records must be provided in a compatible format to School Board’s operating system.

## **ARTICLE XII – COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling and 6320.02 Minority Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

## **ARTICLE XIII – ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation or agreement of understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party shall be binding on either party or otherwise, except as expressly set forth herein.

## **ARTICLE XIV – REGULATIONS & ORDINANCES**

The Agency shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed. If required, for performance of any work under this Agreement.

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity”, as amended by Executive order 11375 of October 13, 1967. Agency further agrees to comply with the Family Educational Rights and Privacy Act

("FERPA"), 34 C.F.R. §99. Agency shall regard all student information as confidential and will not disclose the student information to any third party.

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Agency agrees that, if Agency receives remuneration for services, Agency and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board policies prior to providing services to The School Board of Miami-Dade County.

#### **ARTICLE XV – PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Agency shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Agency of any third-party patent, copyright or trademark or (ii) misappropriation by Agency of any third-party trade secret in connection with any of the foregoing. Agency will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board. If Agency uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **ARTICLE XVI – INSURANCE REQUIREMENT**

Agency shall provide evidence of insurance as may be required by the School Board's Office of Risk Management, which may include, without information, professional liability, general liability, worker's compensation and auto liability insurance coverages. Upon request, "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the contract, Agency shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Contract is pursuant to a Request for Proposal or Invitation to Bid, then the Agency

shall also comply with insurance requirements set forth therein. Agency shall maintain insurance coverage in effect for the entire term of the Contract. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Contract.

[Signature Page Follows]



## EXHIBIT "A"

### SNACK MENU – AUGUST 18 – SEPTEMBER 19, 2014

#### Serving Period F01

| Monday  | Tuesday   | Wednesday  | Thursday  | Friday   |
|---|---|--|---|--|
| <u>08/18/2014</u>   | <u>08/19/2014</u>   | <u>08/20/2014</u>  | <u>08/21/2014</u>   | <u>08/22/2014</u>  |
| Nature Valley Crisp Cinnamon Bar<br><br>1% White Milk Pouch | Wholegrain Goldfish Pretzels<br><br>Individual Peach Cup<br>Assorted 6 oz. Frozen Juice | Deli Sliced Turkey After Care<br><br>Assorted 6 oz. Frozen Juice | Cheddar Cheese Squares<br>Saltine Crackers<br><br>Assorted 6 oz. Frozen Juice | Applesauce Individual Cups<br>Zoo Animals<br><br>Assorted 6 oz. Frozen Juice |

#### Serving Period F02

| Monday   | Tuesday  | Wednesday   | Thursday   | Friday  |
|--|--|---|--|---|
| <u>08/25/2014</u>  | <u>08/26/2014</u>  | <u>08/27/2014</u>   | <u>08/28/2014</u>                                      | <u>08/29/2014</u>   |
| Peanut Butter Jelly Wafer<br>Deli Sliced Turkey ½ Sandwich<br>Peanut Free<br><br>Assorted 6 oz. Frozen Juice | Yogurt<br>Graham Crackers<br><br>Assorted 6 oz. Frozen Juice | Individual Pineapple Cup<br>Saltine Crackers<br><br>Assorted 6 oz. Frozen Juice | Nutri Bars Assorted<br><br>Assorted 6 oz. Frozen Juice | Cheez-Its Crackers<br><br>Assorted Fresh Fruit<br>Assorted 6 oz. Frozen Juice |

#### Serving Period F03

| Monday   | Tuesday  | Wednesday  | Thursday   | Friday   |
|--|--|--|--|--|
| <u>09/01/2014</u>  | <u>09/02/2014</u>  | <u>09/03/2014</u>  | <u>09/04/2014</u>  | <u>09/05/2014</u>  |
| <b>LABOR DAY</b><br><br>No School | Individual Mixed Fruit Cup<br>Graham Crackers<br><br>Assorted 6 oz. Frozen Juice | Deli Sliced Turkey After Care<br><br>Assorted 6 oz. Frozen Juice | Nature Valley Crisp Chocolate Bar<br><br>1% White Milk Pouch | Vanilla Goldfish<br><br>Individual Applesauce Cup<br>Assorted 6 oz. Frozen Juice |

1 100% -4oz. Fruit Juice is available at every meal

**SNACK MENU – AUGUST 18 – SEPTEMBER 19, 2014**

**Serving Period F04**

| Monday<br><u>09/08/2014</u>                    | Tuesday<br><u>09/09/2014</u>  | Wednesday<br><u>09/10/2014</u>   | Thursday<br><u>09/11/2014</u>   | Friday<br><u>09/12/2014</u>  |
|--|---|--|---|--|
| Nutri Bars Assorted<br><br>1% White Milk Pouch | Smart Cookie<br><br>Assorted Fresh Fruit<br>Assorted 6 oz. Frozen Juice | Uncrustable PBJ<br>Tortilla chips w/Cheese<br>Peanut Free<br>Assorted Fresh Fruit<br>Assorted 6 oz. Frozen Juice | Cheddar Cheese Squares<br>Saltine Crackers<br><br>Assorted 6 oz. Frozen Juice | Breakfast Apple Cinnamon GM<br><br>Assorted Fresh Fruit<br>Assorted 6 oz. Frozen Juice |

**Serving Period F05**

| Monday<br><u>09/15/2014</u>                                 | Tuesday<br><u>09/16/2014</u>  | Wednesday<br><u>09/17/2014</u>                                   | Thursday<br><u>09/18/2014</u>   | Friday<br><u>09/19/2014</u>   |
|---|---|--|---|---|
| Nature Valley Crisp Cinnamon Bar<br><br>1% White Milk Pouch | Wholegrain Goldfish Pretzels<br><br>Individual Peach Cup<br>Assorted 6 oz. Frozen Juice | Deli Sliced Turkey After Care<br><br>Assorted 6 oz. Frozen Juice | Cheddar Cheese Squares<br>Saltine Crackers<br><br>Assorted 6 oz. Frozen Juice | Applesauce Individual Cups<br>Zoo Animal's<br><br>Assorted 6 oz. Frozen Juice |

**Serving Period F06**

| Monday<br><u>09/22/2014</u>  | Tuesday<br><u>09/23/2014</u>                                 | Wednesday<br><u>09/24/2014</u>  | Thursday<br><u>09/25/2014</u>  | Friday<br><u>09/26/2014</u>   |
|--|--|---|--|---|
| Peanut Butter Jelly Wafer<br>Deli Sliced Turkey 1/2 Sandwich<br>Peanut Free<br><br>Assorted 6 oz. Frozen Juice | Yogurt<br>Graham Crackers<br><br>Assorted 6 oz. Frozen Juice | Individual Pineapple Cup<br>Saltine Crackers<br><br>Assorted 6 oz. Frozen Juice |  | Cheez-Its Crackers<br><br>Assorted Fresh Fruit<br>Assorted 6 oz. Frozen Juice |

1 100% 4oz Fruit Juice is available at every meal

**"EXHIBIT "B"**

**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
DEPARTMENT OF FOOD AND NUTRITION  
THE CITY OF HIALEAH, by and through  
EDUCATION AND COMMUNITY SERVICES  
SNACK PROGRAM LOCATION  
2014 - 2015**

| <b><u>LOC.</u></b> | <b><u>SCHOOL</u></b>         |
|--------------------|------------------------------|
| 7291               | Jose Marti MAST 6-12 Academy |
| 6231               | Hialeah Middle School        |

