

RESOLUTION NO. 2013-70

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 WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO PURCHASE AND PROVIDE SNACKS TO PARTICIPANTS IN CITY AFTER SCHOOL PROGRAMS FUNDED BY THE 21ST CENTURY LEARNING COMMUNITIES GRANT, FOR A TERM OF ONE YEAR, COMMENCING ON AUGUST 20, 2013 AND ENDING ON AUGUST 19, 2014, FOR AN AMOUNT NOT TO EXCEED \$20,250 AT A RATE OF 75 CENTS FOR EACH SNACK, AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND AUTHORIZING THE EXPENDITURE SUBJECT TO REIMBURSEMENT THROUGH THE STATE OF FLORIDA, DEPARTMENT OF EDUCATION, BASED ON ACTUAL ATTENDANCE FIGURES.

WHEREAS, pursuant to Hialeah, Fla., Resolution 11-72 (July 26, 2011), the City entered into a snack program agreement with The School Board of Miami-Dade County for one year, commencing on August 22, 2011 and ending on August 23, 2012; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 12-92 (Aug. 20, 2012), the City renewed the snack program agreement with The School Board of Miami-Dade County for an additional year; and

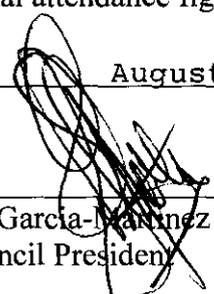
WHEREAS, it is in the best interest of the health, safety and welfare of the City of Hialeah and its residents to renew a snack program agreement with The School Board of Miami-Dade County calculated at a rate of 75 cents per child program participant estimated at 150 children for 180 service dates throughout the school year commencing on August 20, 2013 and ending on August 19, 2014.

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 with The School Board of Miami-Dade County, Florida to purchase and provide snacks to participants in City after school programs funded by the 21st Century Learning Communities Grant, for a term of one year, commencing August 20, 2013 and ending on August 19, 2014, for an amount not to exceed \$20,250 at a rate of 75 cents for each snack, as attached hereto and made a part hereof as Exhibit "1", and authorizing the expenditure subject to reimbursement through the State of Florida, Department of Education, based on actual attendance figures.

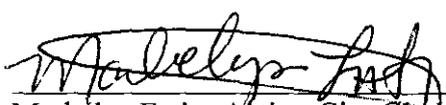
PASSED AND ADOPTED this 13 day of August, 2013.



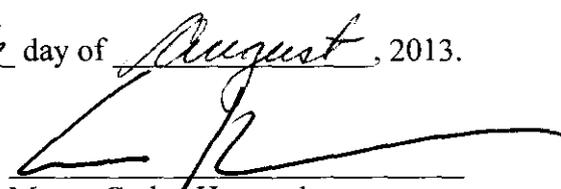
Isis Garcia-Martinez
Council President

Attest:

Approved on this 16 day of August, 2013.

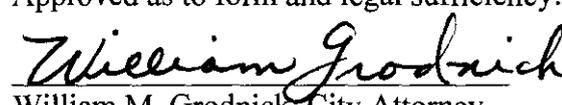


Marbelys Fatjo, Acting City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes", Councilmember Casals-Munoz absent.

Carlos Hernandez
Mayor

Isis Garcia-Martinez
Council President

Luis Gonzalez
Council Vice President



ITEM # EEE

AUG 13 2013

Council Members

Jose F. Caragol
Vivian Casals-Muñoz
Katharine E. Cue-Fuente
Paul B. Hernandez
Lourdes Lozano

City of Hialeah

August 8, 2013

Mayor Carlos Hernandez
And City Council Members
City of Hialeah
Hialeah, Florida 33010

Dear Mayor and Council Members:

The Charter of the City of Hialeah states that contracts on amounts greater than \$15,000 shall be awarded on the basis of specifications and formal sealed bids. The Council may award a contract to the lowest responsible bidder, or it may reject all bids and re-advertise; ore it may waive competitive bidding when it finds this to be in the best interest of the City.

I am respectfully requesting to enter into a contractual service agreement, effective August 19, 2012, with the School Board of Miami-Dade County for an amount not to exceed \$20,250 (rate calculated at 75¢ per child x 150 children x 180 service days). The School Board of Miami-Dade County will provide nutritional snacks to the City of Hialeah's Education and Community Services 21st Century after-school Young Leaders with Character program, operating in contract year 5.

The following subcontractor was chosen based on in compliance with the Department of Health Afterschool Snack Program. Therefore, respectfully request that the Council authorize the Mayor and/or his designee to waive competitive bidding and to negotiate contractual services and purchases related to this project and to approve the attached contract.

- On June 25, 2013, Item U, Council previously approved an expenditure under this renewed contract for the months of August 2013 through September 2013 for FY 2012-13. This is funded in account 001.3120.573.528 Aftercare/ Camps Operating Expenditure in FY 2012-13.
- The School Board of Miami-Dade County, not to exceed \$20,250 for the months of October 2013 through September 2014. This will be funded in account 001.3120.573.528 Aftercare/ Camps Operating Expenditure in FY 2013-14.

Please note that ECS will file for reimbursement through the Child Care Food Program with the Department of Health at the rate of 78¢/child per day in order to recoup the majority of these costs.

Sincerely,

Marla Alpizar
Director of Education and Community Services

APPROVED/DISAPPROVED

APPROVED/DISAPPROVED

Ines Beecher, Acting Director of O.M.B.

Carlos Hernandez, Mayor

AUG 13 2013

SNACK PROGRAM AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 8th day of August, 2013, in Miami-Dade County, Florida, by and between The City of Hialeah, a municipal corporation of the State of Florida by and through Education and Community Services Department, (hereinafter referred to as the "Agency"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "School Board", 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, which is labeled as Exhibit A and is attached hereto and incorporated herein by reference.
 - 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. See Exhibit B, attached hereto and incorporated herein by reference.
 - 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 from August 20, 2013 through August 19, 2014.
 - 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, 2013 through August 19, 2014.
- 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 Agency 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 Agency and without further payments, except for those necessary and proper costs which the Agency 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 Agency.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Agency determines that the Agency has jeopardized the safety and welfare of the Agency 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 Department
7400 W. 24 Avenue, 2nd Floor
Hialeah, Florida 33016

If to the School Board Alberto Carvalho
Superintendent of Schools
The School Board of Miami-Dade County,
Florida
1450 NE 2nd 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 2nd 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 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 Board, to defend any suit, action or demand brought against the 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 §119.011 et. Seq., 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. Agencies and subagencys 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 three (3) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1), and for a period of five (5) years. Exempt or confidential information should not be disclosed unless authorized by law; the Contract 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.

[Signature Page Follows]

“Exhibit A”
MDCPS
Department of Food and Nutrition
Menu Snack Plus

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Week 1				
Anytimer Turkey & Cheese Fresh Fruit (1) Juice (4oz pouch) 1% White milk (8oz pouch)	Yogurt (4oz) 1 oz mozzarella cheese stick Peaches cup Juice (4oz pouch) Graham bears (1 pack) 1% white milk (8oz pouch)	Cold Cut Trio & Cheese Wrap 1 ½ oz meat ½ oz cheese Whole grain tortilla Carrot (bag)- ½ cup Ranch dressing (1 packet) Juice (4oz pouch) Low fat chocolate milk (8oz pouch)	Hot Grilled cheese 2oz cheese Whole grain sliced bread Strawberry cup Juice (4oz pouch) 1% white milk (8oz pouch)	PBJ Meal Break 1% white milk (8oz pouch)
Week 2				
Turkey & Cheese 1 ½ oz meat ½ oz cheese Whole grain roll Applesauce cup Juice (4oz pouch) Low fat chocolate milk (8oz pouch)	Anytimer Turkey & Cheese Fresh Fruit (1) Juice (4oz pouch) 1% White milk (8oz pouch)	Hot Chicken patties (2) Whole grain rolls (2) Carrot (bag)- ½ cup Ranch dressing (1 packet) Juice (4oz pouch) Low fat chocolate milk (8oz pouch)	Peanut butter & Jelly wafers 1 oz mozzarella cheese stick Fresh Fruit (1) Juice (4oz pouch) 1% white milk (8oz pouch)	Yogurt (4oz) 1 oz cheddar cheese square Peaches cup Juice (4oz pouch) Nutrigrain bar 1% white milk (8oz pouch)

“Exhibit B”

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
CITY OF HIALEAH by and through
EDUCATION AND COMMUNITY SERVICES DEPARTMENT
2013-2014**

LOC.	SCHOOLS	NO. STUDENTS
6421	Jose Marti Middle School	50

