

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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? Budget Account No.:			Yes <u> </u>	No <u>X</u>	

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

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

Sources:

Impact:

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

III. REVIEW COMMENTS:

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

Deleyn Kawan 8/21/2020 OFMB
Ar. J. J. J. J. J. 8/27/2020 Contract Dev. And Control
 8-27-20 TW

B. Legal Sufficiency:

Ad W. J. J. J.
Assistant County Attorney
For A. Helfant

C. Other Department Review:

Department Director

AGREEMENT

Between the Palm Beach County and
the Palm Beach County Food Bank, Inc.,
a Florida non-profit corporation, authorized to do business in the State of Florida

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

1. **Purpose:** This Agreement outlines the responsibilities of FB and PBC in implementing the SNAP Benefits Outreach Program (the Program) at Palm Beach County Library System branch locations: Acreage, Wellington, Jupiter, Gardens (Palm Beach Gardens), Glades Road (Boca Raton), Hagen Ranch Road (Delray Beach), Okeechobee Boulevard (West Palm Beach), Royal Palm Beach, West Boca, West Boynton, Greenacres, Main (West Palm Beach), Lantana Road, Loula V. York (Pahokee), Tequesta, Clarence E. Anthony (South Bay) and Belle Glade branches. Program location is based, in part, on FB staff availability, FB funding, and PBC Library System location private office/space availability. It is the intent of the Program to provide the following services at mutually agreed-upon locations: (1) conduct food stamp interview, (2) assist with the SNAP application process, and (3) assistance with other benefit applications available through the ACCESS Florida system.
2. **Term:** The term of this Agreement shall be from the Effective Date of this Agreement and shall remain in effect until terminated as provided herein. This Agreement is contingent upon the FB receiving funding to provide the Program. If such funding is not awarded, the FB shall notify PBC in writing, and this Agreement will be void.

This Agreement is also contingent upon PBC Library branches being operational, open to the public, and having a private office/space to host Benefits Specialist and client(s). If a location is not open and operational, the PBC shall notify FB in writing.

3. **Definitions:**
 - a. **Benefits Specialist:** works from established partner sites and assist Palm Beach County residents with applying for SNAP and other food-related government assistance programs such as Temporary Cash Assistance (TCA) and Medical Assistance (Medicaid). The Benefits Specialist is responsible for assisting and guiding clients through the complete ACCESS FLORIDA electronic application and DCF required interview process; collecting documents from clients, including but not limited to: DCF "My Access Account" case numbers, usernames, and passwords; Valid forms of ID (driver's license, resident cards, passports, birth certificates, work authorization cards, and social security numbers); and information on income, assets, shelter and utilities, medical expenses. The Benefits Specialist acts as liaison for future client follow-up and communication, participates in recruiting additional sites from a network of member programs and other community based organizations, and collects demographic information.
 - b. **Client:** All Palm Beach County residents and "Out of Palm Beach County" residents who are interested in applying for SNAP benefits and meet face-to-face with a member of the Benefits Outreach Program team in any Palm Beach County Library System branch.
 - c. **SNAP (Supplemental Nutrition Assistance Program):** is the largest federal nutrition assistance program. SNAP provides benefits to eligible low-income individuals and families via an

Electronic Benefits Transfer card. This card can be used like a debit card to purchase eligible food in authorized retail food stores. To be eligible for SNAP, most households must meet certain bank balance limits. A household with an elderly (over 60) or disabled household member may have a higher bank balance limit. The United States Department of Agriculture (USDA) is the managing federal agency.

- d. ACCESS Florida benefits: include the "Temporary Cash Assistance" program which provides financial assistance to pregnant women in their third trimester and families with dependent children to assist in the payment of rent, utilities and other household expenses. The "Medicaid Program" provides medical assistance to individuals and families to cover or assist in the cost of services that are medically necessary.
4. FB responsibilities: FB is responsible for the following:
 - Provide a Benefits Specialist to assist users in the SNAP Benefits application and other ACCESS Florida benefits.
 - Provide statistics to Library branch location point of contact at the end of each day services are provided.
 - Clients are seen on a first-come, first served basis, unless, upon mutual agreement between PBC Library branch location point of contact and Benefits Specialist, appointments are preferable, in which case, the FB is responsible for scheduling appointments.
 - Communicate any change in program if necessary to PBC.
 - Promote the awareness of the Program to Palm Beach County residents through social media platforms such as YouTube, Facebook, Twitter, and Instagram.
 5. PBC Responsibilities: PBC is responsible for the following:
 - Provide a private office/space to host Benefits Specialist and client(s) on dates/times agreed upon by PBC Library branch location point of contact and Benefits Specialist.
 - Provide free use of a copy machine for the purposes outlined in this Agreement.
 - Provide a staff member to be a point of contact for each branch location, in addition to the Government Research Services Librarian II based at the Main Library.
 - Communicate with FB in the event of schedule or operational changes or other unforeseen circumstances.
 - Promote the awareness of the Program to Palm Beach County residents through publication in Happenings, on the Palm Beach County Library System website, and on social media platforms such as YouTube, Facebook, Twitter, and Instagram.
 6. General Provisions:
 - a. Termination. This Agreement shall be effective for one year after the Effective Date and shall automatically renew annually. Termination of this Agreement is at will by either Party at the end of the calendar month the termination is requested and by giving seven (7) business days written notice to the other Party. If the 7 (seven) day minimum notice cannot be met within the calendar month, the Program will end at the conclusion of the following month.
 - b. 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.

- c. 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.
- d. Payments. No fees or payments are due by either party for the services rendered pursuant to this Agreement.
- e. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party.
- f. 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. This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida."
- g. Notice. When either party desires to give notice, such notice shall be given in writing sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, at the following addresses:

PBC Palm Beach County Library System
Attn: Aurora Arthay
3650 Summit Blvd.
West Palm Beach, FL 33406
561-233-2725
arthaya@pbclibrary.org

FB Palm Beach County Food Bank
Attn: Gustavo Amador

525 Gator Dr.
Lantana, FL 33462
561-670-2518 ext. 341
gamador@pbcfoodbank.org

- h. Amendment. This Agreement may be amended only by the mutual written consent of both parties.
- i. 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.
- j. 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.
- k. No Third Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the SB and/or PBC.
- l. 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.
- m. 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 SB, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes in the same manner as a second degree misdemeanor.
- n. 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, 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.

- o. 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


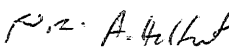
Sharon R. Bock
Clerk & Comptroller


BY: _____
Deputy Clerk

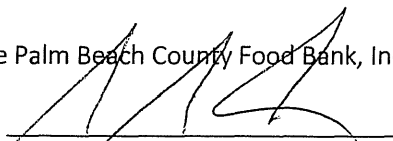
By: _____
Dave Kerner, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

BY:  P. A. A. 
Assistant County Attorney

By: 
Director, Palm Beach County Library

The Palm Beach County Food Bank, Inc.
BY: 
James Greco