

RESOLUTION No. 15-243

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH FEEDING SOUTH FLORIDA TO SERVE AS A LIMITED PROGRAM PARTNER FOR CERTAIN FOOD DISTRIBUTION EFFORTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROGRAM PARTNERSHIP AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Feeding South Florida (“FSF”), a non-profit, community organization dedicated, is the sole Feeding America food bank serving Miami-Dade, Broward, Palm Beach, and Monroe Counties; and

WHEREAS, FSF’s mission is to end hunger in south Florida by providing an immediate access to nutritious food, by leading hunger and poverty advocacy efforts, and by transforming lives through innovative programming and education; and

WHEREAS, to accomplish this mission, in part, FSF administers a packed-food program for children to ensure that children receive nutritious foods to take home on the weekend, which supplements the nutritious food received during the week in school; and

WHEREAS, FSF wishes to broaden its Program in order to reach all children in need; and

WHEREAS, FSF regularly solicits community partners to assist in the administration of the program; and

WHEREAS, the City Council recognizes that a prosperous future of the community, State and Nation depends on healthy children today, beginning with best food practices at the earliest age; and

WHEREAS, the City Council further recognizes that a child that is hungry will be detrimentally impacted in his/her physical, social, and intellectual development; and

WHEREAS, the City Council believes it in the best interest of the community to assist FSF by becoming a limited Program Partner, which will entail offering venues, from time to time and as approved by the City Council, for the distribution of food in association with another Program Partner that will have the responsibility for food collection and distribution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The City's participation in FSF's food distribution program, which shall be a limited Program Partner responsible for offering venues for the distribution of food, from time to time and as approved by the City Council, in association with another Program Partner that will have the responsibility for food collection and distribution, is hereby approved. The City's participation, as accomplished through the Program-Enabled Partners Agreement with FSF, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), which is incorporated herein and made a part hereof by this reference, is hereby approved subject to the conditions specified herein. Individual food distribution events shall be brought back to the City Council for approval.

Section 3. Authorization. The City Manager is hereby authorized to execute the Agreement, subject to approval by the City Attorney as to form and legal sufficiency.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 2 day of December, 2015.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”



Agreement for Program-enabled Partners

The terms of the following Agreement have been agreed upon and understood by **Feeding South Florida (FSF)**, located at 2501 SW 32 Terrace, Pembroke Park, FL 33023, and _____ (Program Partner), located at _____.

By signing this agreement, both parties acknowledge their respective duties and responsibilities related to food distribution and programming provided by Feeding South Florida. Food Fairs are designed to meet the needs of the food insecure community by providing healthy and nutritious food in a safe environment with broad community support and resources.

The Program Partner agrees to the following Roles & Responsibilities:

1. The Program Partner's primary purpose of its food distribution is to serve vulnerable populations including ill, needy, infants, or children. Any other use of food and grocery products may violate IRS regulations.
2. The Program Partner will not sell or use any donated products in exchange for money, property (real or personal) or other services, including but not limited to the use of donated products for the purpose of fundraising programs and events.
3. Under no circumstances should items acquired from FSF be shared by one Program Partner to another, regardless of whether or not both entities are FSF partners.
4. The Program Partner will distribute all products free of charge (monetary, volunteer hours, services or otherwise).
5. The Program Partner will not sell, trade, barter or give any products in exchange for donations or compensation of any kind, under any circumstances.
6. The Program Partner will not refuse to distribute any products to, or engage in discrimination against, any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, political beliefs, unfavorable discharge from the military or status as a protected veteran. The Program Partner will not require religious activities in exchange for product.
7. The Program Partner will adhere to any donor stipulations placed on donated products. The determination of whether a product is subject to a donor stipulation shall be governed exclusively by the decisions of FSF.
8. Complies with all applicable federal and local statutes, ordinances and regulations.
9. Inform Feeding South Florida, in writing, of any changes in Program personnel, days & hours of operation, and/or number of clients served.
10. Identify individuals and families that are in need of food assistance.
11. Provide adequate amount of volunteer support for Program activities and ensure their proper training.
12. Be available for at least one annual site visit.
13. Receive deliveries and make pick-ups on the designated day.
14. Store the food that is delivered to the site off of the floor and in a secure place.
15. Distribute food in accordance with the predetermined schedule.
16. Keep accurate records and submit reports to Feeding South Florida to assist with program evaluation.
17. Communicate problems and requests to the Feeding South Florida in a timely manner.

Feeding South Florida agrees to:

1. Appoint a primary contact for the food distribution, providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.



2. Ensure that program partner meets national and local program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
 3. Identify and procure staple food items and/or supplies necessary for the operation of the program.
 4. Provide or coordinate training opportunities for program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
 5. Schedule program meetings to facilitate communication and information sharing between program partners.
- A. Indemnification by Participant:** Participant shall indemnify, defend and hold harmless Feeding South Florida, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the “*Indemnified Parties*”) from and against any and all losses, claims, costs, demands, liabilities or damages (“*Loss*”) arising out of: (i) any personal injury or property damage occurring at Participant’s Program site arising from any act, omission or negligence of Participant, its employees, agents, volunteers, participants or invitees, except that Participant shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on Participant until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.
- B. Duration:** This Agreement is effective as of the date of the last signature on behalf of a party executing this Agreement. This Agreement will automatically expire one year after the effective date.
- C. Termination:** If the Participant does not maintain its Roles & Responsibilities as set forth in this Agreement, Feeding South Florida reserves the right to terminate this agreement and any program funding and support received from Feeding South Florida. This Agreement may be terminated, at will, by either party with written notice delivered to either party not less than 30 days prior to the desired termination date. Upon termination of this agreement, the Program Partner will return any equipment and/or materials provided by Feeding South Florida to Feeding South Florida within 30 days of termination date.
- D. Interpretation:** This Agreement shall be interpreted under and governed by the laws of the State of Florida, without regard to conflict of law principles.

This Agreement may not be changed and/or modified orally.

This Agreement supersedes all prior discussions, agreements, and undertakings, both written and oral, between them. Each person executing this Agreement represents that he/she has fully read and understands its terms and further represents that he/she is authorized to enter into and implement same.

Program Partner Executive Director/Principal Signature

Date

Feeding South Florida Representative Signature

Date