

**RESOLUTION NO. 2022-082**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH HUMAN SERVICES NETWORK, INC. D/B/A MEALS ON WHEELS OF SOUTH FLORIDA FOR MEAL ASSISTANCE SERVICES RELATED TO THE COVID-19 EMERGENCY TO AID THE CITY'S COMMUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law in an effort to speed up the recovery from the economic and health effects of the Covid-19 pandemic; and

**WHEREAS**, the City received \$8,597,464 through ARPA; and

**WHEREAS**, the City recognizes the tremendous impact the community has suffered due to the unprecedented COVID-19 pandemic; and

**WHEREAS**, the City proposes to allocate \$80,000 to provide meal assistance services to Coconut Creek seniors through a partnership with Human Services Network, Inc. d/b/a Meals on Wheels of South Florida; and

**WHEREAS**, the meal assistance services would assist in meeting the nutritional needs of Coconut Creek seniors during this pandemic; and

**WHEREAS**, the City Commission recognizes that the funds set aside for food distribution and meal assistance services are intended to respond, prepare, and mitigate effects the pandemic has had on the Coconut Creek community; and

**WHEREAS**, the City Commission of the City of Coconut Creek, Florida, finds and determines it to be in the best interest of the City to authorize the use of the ARPA funds for meal assistance services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1: Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2: Approval.** That the City Commission has reviewed and hereby approves the agreement, attached hereto and made a part hereof, with Human Services Network, Inc. D/B/A Meals on Wheels of South Florida to provide meal assistance services to help sustain the Coconut Creek community through direct assistance to the City's senior community.

**Section 3: Execution.** That the City Commission hereby authorizes the City Manager, or designee, to execute the agreement between the City of Coconut Creek and Human Services Network, Inc. D/B/A Meals on Wheels of South Florida to receive said appropriation of ARPA funds.

**Section 4: Severability.** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5: Effective Date.** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 14th day of April, 2022.

  
\_\_\_\_\_  
Joshua Rydell, Mayor

Attest:



  
\_\_\_\_\_  
Marianne Bowers, Interim City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Railey	<u>Aye</u>
(Vacant)	_____

**TRIPARTITE AGREEMENT BETWEEN CITY AND HUMAN SERVICES NETWORK, INC. D/B/A MEALS ON WHEELS OF SOUTH FLORIDA**

**THIS AGREEMENT** is made and entered into on this 14<sup>th</sup> day of April, 2022, by and between the **CITY OF COCONUT CREEK, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), and **HUMAN SERVICES NETWORK INC. d/b/a MEALS ON WHEELS OF SOUTH FLORIDA**, a Florida Not For Profit Corporation, whose principle place of business is 451 N. State Road, Plantation, FL 33317, (hereinafter referred to jointly as "**SUBRECIPIENTS**").

WITNESSETH:

**WHEREAS**, the **CITY** desires to use **SUBRECIPIENTS'** services to provide meal delivery services for the residents of the City of Coconut Creek (hereinafter referred to as "meal service").

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the **CITY** and **SUBRECIPIENTS** as follows:

1. The undersigned **SUBRECIPIENTS** hereby represent that they exclusively will perform the requirements of this Agreement pursuant to all covenants and conditions.
2. The **SUBRECIPIENTS** agree to provide meal delivery services for senior residents located within the City of Coconut, as more specifically described in Exhibit 1 for as long as funding allows, up to a maximum period of one (1) year from the date of execution of this Agreement. **CITY** may terminate this Agreement at any time with thirty (30) days' advanced notice in writing to **SUBRECIPIENTS**.
3. The **SUBRECIPIENTS** shall be responsible for:
  - a) Providing meal services that benefit the residents of City of Coconut Creek as detailed in Exhibit 1, attached hereto and incorporated herein; and
  - b) Maintaining all records of residents served, which includes, but is not limited to,:
    - i. Client profiles identifying household income, head of household, ethnicity, race and gender.
    - ii. An outreach plan, which insures equitable participation by all eligible

City residents; and

- c) Maintaining a citizen participation mechanism, which shall consist of:
  - i. Logging of citizen comments or complaints when received, pertaining specifically to services provided under this Agreement.
  - ii. Copies of comments and/or complaints received in writing referenced in i. above, and all responses; and
- d) Abiding by the Federal requirements of 2 CFR Part 200, Appendix II provided herein.
- e) Abiding by the Federal requirements of 24 CFR 570.600-612, Subpart K, Other Program Requirements, 2 CFR Part 230 (formerly U.S. Office of Management and Budget (OMB) Circular A-122), Cost Principles for Non-profit Organizations, and OMB A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, as applicable, and all other federal, state and local laws and requirements; and
- f) Submitting to a Background Check: **SUBRECIPIENTS** and all of its personnel, including, but not limited to all volunteers, who will be involved in the performance of this Agreement, shall have successfully completed a Level 1, and Level 2 as applicable, background screening in accordance with Chapter 435, Florida Statutes, prior to the commencement of such performance; and
- g) Ensuring that it maintains a professional staff that enforces health and safety standards in accordance with those mandated by the City, Broward County, and the laws of the State of Florida, and complies with all applicable local, state, and federal laws and regulations governing the preparation, handling, storage, and serving of foods, including, but not limited to, those promulgated by the Department of Health, USDA, and the National Restaurant Association, and the standards set forth in the Food Safety Act of 1990, as amended from time to time; and

Ensuring that it possesses all necessary permits and licenses that are required by local, state or federal laws and regulations; and

- i) Maintaining the required insurance policy(s) as set forth in Section 6, below;  
and
  - j) Complying with all applicable local, state and federal laws, codes, and regulations.
4. The **CITY** shall be responsible for:
- a) Providing reimbursement in accordance with eligible uses of Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act ("ARPA") Relief Program for meal delivery services.

5. The total amount to be paid to **SUBRECIPIENTS** under this Agreement is **not to exceed eighty thousand dollars (\$80,000.00)**. Upon execution of this Agreement, the City shall make payments to the **SUBRECIPIENTS** within thirty (30) days of receipt of an invoice from **SUBRECIPIENTS** for expenditures incurred under this Agreement based on actual expenditures with supportive documentation in accordance with the program budget.

It is expressly understood and agreed that in the event of curtailment or non-availability of program funds, this Agreement will terminate effective as of the time that it is determined by the **CITY** that funds are no longer available and **CITY** will give **SUBRECIPIENT** at least two (2) weeks' advance notice. In the event of such determination, the **SUBRECIPIENTS** agree that it will not look to nor seek to hold liable the **CITY** for the performance of this Agreement and the **CITY** shall be released from further liability under the terms of this Agreement. This shall not release **SUBRECIPIENTS** from the provisions of Section 18. All payments shall be governed by the requirements of the Local Government Prompt Payment Act, Section 218.73, Florida Statutes.

6. **INSURANCE.** The **SUBRECIPIENTS** shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither **SUBRECIPIENTS** nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured

against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the **SUBRECIPIENTS** shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The **SUBRECIPIENTS** will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation. Throughout the term of this Agreement, **SUBRECIPIENTS** and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

- a) Workers' Compensation If the **SUBRECIPIENTS** are required to go on to City of Coconut Creek property to perform work or services as a result of this contract, it must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The **SUBRECIPIENTS'** Worker's Compensation carrier will provide a Waiver of Subrogation to the **CITY**. The **SUBRECIPIENTS** shall be responsible for the payment of all deductibles and self-insured retentions. The **CITY** requires that the **SUBRECIPIENTS** purchase a bond to cover the full amount of the deductible or self-insured retention.
- b) General Liability Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.
- c) Automobile Liability Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as

applicable. This policy of insurance shall be written in an "occurrence" based format.

- d) Professional Liability / Errors and Omissions Coverage. If the **SUBRECIPIENTS** are to provide professional services under this Agreement, the **SUBRECIPIENTS** must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **SUBRECIPIENTS** operations or premises, any person directly or indirectly employed by the **SUBRECIPIENTS**, and the **SUBRECIPIENTS'** obligations under indemnification under this contract. **SUBRECIPIENTS** acknowledge that the **CITY** is relying on the competence of the **SUBRECIPIENTS** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **SUBRECIPIENTS'** negligent errors and omissions, **SUBRECIPIENTS** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

## 7. **AUDIT AND INSPECTIONS**

At any time during normal business hours and as often as the **CITY** City may deem necessary, there shall be made available to the **CITY** and/or representatives of the federal agency, the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the **CITY** determines that any payments made to the **SUBRECIPIENTS** do not constitute an allowable expenditure, the **CITY** will have the right

to deduct or reduce those amounts from their related invoices. The **SUBRECIPIENTS** must maintain records necessary to document compliance with the provisions of the Agreement.

Nonprofit organizations that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with OMB A-133 per Section 215.97, Fla. Stat.

Nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133 and Section 215.97, Fla. Stat., although their records must be made available for review (e.g. inspections, evaluations). These organizations are required by the **CITY** to submit "reduced scope" audits to (e.g. financial audits, performance audits). They may choose instead of a reduced scope audit to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the programs in which they participate. Records must be available for review or audit by appropriate officials of federal and city agencies. A copy of the audit report in duplicate must be received by the **CITY** no later than six months following the end of organization's fiscal year.

## 8. **ACCESS TO RECORDS**

The **SUBRECIPIENTS**, as outlined in Section 7. of this Agreement, shall allow access during normal business hours to all financial records to authorized Federal, State or City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary by the **CITY** to insure compliance with applicable accounting and financial standards. The **SUBRECIPIENTS** shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

### a) Financial Management

- i. Accounting Standards - The **SUBRECIPIENTS** agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles - The **SUBRECIPIENTS** shall administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit



Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

9. **E-VERIFY**

- a) Definitions: "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. **SUBRECIPIENTS/Consultant/Contractor** acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- i. All persons employed by **SUBRECIPIENTS/Consultant/Contractor** to perform employment duties within Florida during the term of the contract; and
  - ii. All persons (including **SUBRECIPIENTS** /subconsultants/subcontractors) assigned by **SUBRECIPIENTS/Consultant/Contractor** to perform work pursuant to the contract with the Department. The **SUBRECIPIENTS/Consultant/Contractor** acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
  - iii. By entering into this Agreement, the **SUBRECIPIENTS** become obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all **SUBRECIPIENTS** to provide an affidavit attesting that the subcontractor does not employ,

contract with, or subcontract with, an unauthorized alien. The **SUBRECIPIENTS** shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a **SUBRECIPIENTS** knowingly violate the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the **SUBRECIPIENTS**, the **SUBRECIPIENTS** may not be awarded a public Agreement for a period of 1 year after the date of termination.

10. **SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLA. STAT.**

**SUBRECIPIENTS** hereby certify that they: a) have not been placed on the Scrutinized Companies that Boycott Israel List, nor are engaged in a boycott of Israel; b) have not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) have not been engaged in business operations in Cuba or Syria. If **CITY** determines that **SUBRECIPIENTS** have falsely certified facts under this paragraph or if **SUBRECIPIENTS** are found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, **CITY** shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The **CITY** reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

11. **PUBLIC ENTITY CRIMES STATEMENT . PURSUANT TO SECTION 287.133(2)(A), FLA. STAT.**, as amended from time to time, **SUBRECIPIENTS** certify that neither they nor their affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, **SUBRECIPIENTS** must notify the **CITY** immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as

amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **DISCRIMINATORY VENDOR, PURSUANT TO § 287.134(2)(A) AND (B) AND (3)(A), FLA. STAT.**

- a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to § 287.134(3)(f), Fla. Stat. . A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

13. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employer/employee relationship between the parties. **SUBRECIPIENTS** are not entitled to any benefits paid to **CITY** employees. **SUBRECIPIENTS** are not an employee of the **CITY** for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.

14. **NOTICE.** Whenever either party desires to give notice unto the other, it must

be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving notice, to wit:

**CITY:** Karen M. Brooks, City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

**WITH A COPY TO:** Terrill C. Pyburn, City Attorney  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

**SUBRECIPIENTS:** Mark Adler, Executive Director  
Human Services Network Inc.  
d/b/a Meals on Wheels of South Florida  
451 N. State Road  
Plantation, FL 33317

15. **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, 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 and extraordinary expense ("Force Majeure"). In the event that the facilities, relevant to the meal delivery services, or any part thereof, shall be destroyed by fire or any other cause thereby rendering the fulfillment of this Agreement impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged facility and replace it with another suitable facility as deemed appropriate by the City Manager or designee.

16. **ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by **SUBRECIPIENTS** without the prior written consent of **CITY**.

17. **AMENDMENT.** This Agreement can be supplemented and/or amended only by a written document executed by both the **SUBRECIPIENTS** and **CITY**.

18. **INDEMNIFICATION.** The parties agree that one percent (1%) of the total compensation for the services provided pursuant to this Agreement shall constitute specific

consideration given to **SUBRECIPIENTS** for the indemnification provided hereunder.

- a) The **SUBRECIPIENTS** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees, collectively referred to as "Releasee" for purposes of this Section, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the services provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **SUBRECIPIENTS**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- b) In any and all claims against the Releasee by any employee of the **SUBRECIPIENTS**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable by or for the **SUBRECIPIENTS** or any subcontractor under Workers' Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.
- c) The **SUBRECIPIENTS** further agree to defend, indemnify and hold harmless the Releasee from all such claims, fees, royalties, or costs for its use of any patent, trademark, or copyrighted materials, and any suits or actions of any name that may be brought against the Releasee for the infringement of any patents, trademarks or copyrights claimed by any person, firm, or corporation.
- d) The indemnification provided above shall obligate the **SUBRECIPIENTS** to defend at its own expense or to provide for such defense, at the Releasee's option, any and all claims, liabilities, losses, judgments, lawsuits, and/or causes of action of any name and description that may be brought against the Releasee which may result from any operations

and activities under this Agreement whether the actions be performed by the **SUBRECIPIENTS**, their agents or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's and paralegal's fees and costs at trial and appellate levels.

- e) Nothing herein is intended to serve as a waiver of sovereign immunity by the **CITY** under Section 768.28, *Fla. Stat.*, nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination or expiration of this Agreement.

19. **PUBLIC RECORDS. SUBRECIPIENTS** shall comply with all public records laws in accordance with Chapter 119, *Fla. Stat.* In accordance with Florida law, **SUBRECIPIENTS** agree to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the **CITY** in order to perform the services;
- b) Upon request from the **CITY's** custodian of public records, provide the **CITY** with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, *Fla. Stat.*, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **SUBRECIPIENTS** do not transfer the records to the **CITY**;
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the **CITY** all public records in possession of the **SUBRECIPIENTS** or keep and maintain public records required by the **CITY** to perform the services. If the **SUBRECIPIENTS** transfer all public records to the **CITY** upon completion of the services, the **SUBRECIPIENTS** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the **SUBRECIPIENTS** keep and maintain public records upon completion of the services, the **SUBRECIPIENTS** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY's** custodian of public records, in a format that is compatible with the information technology systems of the **CITY**.

If **SUBRECIPIENTS** do not comply with this Section, the **CITY** shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**IF THE SUBRECIPIENTS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE SUBRECIPIENTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

**20. EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this Agreement, the **SUBRECIPIENTS** agree for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub lessess, as part of the consideration hereof, hereby covenant and agree as follows:

- a) The **SUBRECIPIENTS** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **SUBRECIPIENTS** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The **SUBRECIPIENTS** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENTS**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The **SUBRECIPIENTS** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the **SUBRECIPIENTS'** legal duty to furnish information.
- d) The **SUBRECIPIENTS** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The **SUBRECIPIENTS** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The **SUBRECIPIENTS** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- g) In the event of the **SUBRECIPIENTS'** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The **SUBRECIPIENTS** will include the portion of the sentence immediately preceding paragraph 20 a) and the provisions of paragraphs 20 a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **SUBRECIPIENTS** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**21. COPELAND ANTI-KICKBACK ACT.**

- a) **SUBRECIPIENTS.** The **SUBRECIPIENTS** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- b) **Subcontracts.** The **SUBRECIPIENTS** shall insert in any subcontracts the clause above and also a clause requiring the **SUBRECIPIENTS** to include this clause in any lower tier subcontracts. The **SUBRECIPIENTS** shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this Agreement clause.
- c) **Breach.** A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as **SUBRECIPIENTS** and subcontractor as provided in 29 C.F.R. § 5.12.

**22. SUSPENSION AND DEBARMENT**

- a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the **SUBRECIPIENTS** are required to verify that none of the **SUBRECIPIENTS'** principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b) The **SUBRECIPIENTS** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by **CITY**. If it is later determined that the **SUBRECIPIENTS** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **CITY**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The **SUBRECIPIENTS** agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The **SUBRECIPIENTS** further agree to include a provision requiring such compliance in its lower tier covered transactions.

23. **BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

**SUBRECIPIENTS** shall hereby certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the **CITY** who in turn will forward the certification(s) to the awarding agency.

24. **SIGNATURES.** 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.

25. **JOINT PREPARATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against

the party preparing same shall not apply herein due to the joint contributions of both parties.

26. **DEFAULT.**

- a) For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the **SUBRECIPIENTS**, their agents and employees, as applicable and as further detailed below:
  - i. Failure to (i) commence services within thirty (30) days from the date of this Agreement.
  - ii. Failure to provide the documentation required to make the final payment of the grant within thirty (30) days from this Agreement's expiration date.
  - lii. Failure to comply with applicable federal, state and local regulations and laws.
  - iv. Breach regarding any of the terms and conditions of this Agreement.
  - v. Insolvency or bankruptcy.
  - vi. Failure to maintain the insurance required by the **CITY** as described in Section 6. of this Agreement.
  - vii. Failure to correct defects within a reasonable time as determined by the **CITY**.
- b) In the event of a breach, the **CITY** may exercise any and all rights including those rights expressed in Section 2.
- c) Additionally, the **CITY** shall be entitled to bring any and all legal and/or equitable actions in Broward County, Florida, in order to enforce the City's right and remedies against the breaching party. The **CITY** shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

27. **WAIVER.** Failure of the **CITY** to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment of any such covenant, condition or right, but the same shall remain in full force and effect.

28. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida as are now and hereafter in force. The venue for actions arising out of this

Agreement shall be exclusively in the Seventeenth Judicial Circuit Court of Florida or the United States District Court for the Southern District of Florida.

29. **SEVERABILITY.** Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of Florida or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the **CITY** and the **SUBRECIPIENTS** concerning the services described herein and supersedes all prior negotiations, representations or agreements, either written or oral, and may only be altered, amended, modified, changed, added to, or rescinded by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the year and date first above written.

**CITY OF COCONUT CREEK, FLORIDA**



Marianne Bowers  
Marianne Bowers, Interim City Clerk

By: Karen M. Brooks  
Karen M. Brooks, City Manager

Approved as to Legal Form:

By: Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

**SUBRECIPIENTS**

WITNESSES:

**HUMAN SERVICES NETWORK INC., a Florida  
Not For Profit Corporation d/b/a MEALS ON  
WHEELS OF SOUTH FLORIDA**

*[Signature]*  
MARLENE GRAY  
(Print Name)

By: *[Signature]*  
MARK ADLER, as Executive Director

*[Signature]*  
LAMESHA CRISTAFARO  
(Print Name)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 24th day of March, 2022, by  
Mark Adler as Executive Director for  
Meals on Wheels South Florida.

*[Signature]*  
Signature of Notary Public  
State of Florida at Large



SHELLY McCARTY  
Print, Type or Stamp  
Name of Notary Public

Personally known to me  
or  
 Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

**EXHIBIT 1**

**AGREEMENT BETWEEN CITY AND MEALS ON WHEEL ASSOCIATION OF SOUTH FLORIDA**

<b>Description</b>	<b>Priority Level</b>	<b>Quantity</b>	<b>Price per Meal</b>	<b>Delivery Frequency</b>
Regular Meals (Breakfast and Dinner)	1, 2, 3 (waitlist)	Based on the total number of participants on each priority level	\$8.57	5 days per week
Kosher Meals (Breakfast and Dinner)	1, 2, 3 (waitlist)	Based on the total number of participants on each priority level	\$8.57	5 days per week

# **PRIORITY DETERMINATION**

**Revised: Updated June 2019**

Home delivered meals provide eligible persons (individuals age 60 years or older who are also homebound by reason of illness, disability, or isolation) with nutritionally sound meals. Emphasis is placed on serving elders who are at greatest economic and social need, low-income minorities, and those who are at nutritional risk.

These priorities are *guidelines* to help determine rank of need.

## **PRIORITY 1**

- Totally homebound—physically unable to leave their premises without extraordinary help.
- Lives alone, or is totally dependent on one caregiver who themselves are physically impaired or stressed by their caregiver role.
- Physically unable to prepare the frozen meal.
- Mental capacity is diminished, either as an incident or age or other factors such as Alzheimer's Disease.
- Physically unable to ambulate; or ambulates with great difficulty and often times is bedridden. Factors relating to disabilities in vision, motor coordination, and ambulation are to be considered.
- A lack of adequate family support and no private paid help.

## **PRIORITY 2**

- Physically able to ambulate with difficulty with or without devices.
- Support system is marginal and unreliable.
- Dependent on a single caregiver whose lack of help would put client at great risk.
- Irregular and limited outside contact with others, is socially isolated
- Client is inappropriate for a Congregate Nutrition Site.
- This recipient may also be the spouse/caregiver of a homebound eligible individual, regardless of age, and the provision of the collateral meal will support maintaining the eligible client at home

## **PRIORITY 3**

- Support system is reliable but cannot meet client's nutritional needs.
- Loss of primary care giver would not put client at risk.
- Client has an adequate and dependable support system with a limited burden being placed on that support system as when the physical and mental condition of client is enough to make them homebound, but not so incapacitated that they are unable to handle daily living activities.
- Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care.

## **PRIORITY 4**

- Client is marginally homebound. Client has dependable support to supplement nutritional needs and is put on MOW to enhance client's quality of life and meet other program objectives.
- Client is otherwise not eligible, and is receiving meals as a care-giver to an eligible person.
- Client is homebound due to a lack of transportation and/or transportation is not currently available to the Nutrition Site.

**Income information can be used to determine priority BUT NOT eligibility. Social workers will work with the client to seek what financial help is available to them.**

**High Nutrition Risk (score of 5.5 or above) is an eligibility criteria regardless of other factors.**