

**AGREEMENT  
BETWEEN  
CITY OF HOLLYWOOD, FLORIDA  
AND  
THE ILS GROUP, LLC D/B/A CLASSIC CATERERS  
FOR  
SUMMER FOOD SERVICE PROGRAM**

This Agreement made and entered into this 15<sup>th</sup> day of May, 2013, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and The ILS Group, LLC d/b/a Classic Caterers, a Florida corporation (hereinafter "Classic Caterers").

WHEREAS, City issued Invitation to Bid No. F-4367-13-IS (hereinafter the "IFB") for a Summer Food Service Program; and

WHEREAS, Classic Caterers submitted a bid in response to the IFB;

WHEREAS, on May 1, 2013, the City Commission passed and adopted Resolution No. 2013-105 awarding the IFB to Classic Caterers and authorizing the parties to execute an agreement for said services;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I  
INCORPORATION OF RFP DOCUMENTS**

The IFB, including any addenda thereto, the bid response submitted by Classic Caterers, Vendor and Sponsor Contract and Acceptance Form, the Summer Food Service Application, if applicable, and the Summer Food Service Program Agreement (hereinafter, collectively, the "IFB Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the IFB Documents, the Grant requirements and the Summer Food Service Agreement. In the event of conflict the terms of the IFB shall prevail.

**ARTICLE II  
COMPENSATION**

City agrees to pay Classic Caterers for all meals ordered based on the unit price set forth in Column 2 of Schedule D attached hereto and incorporated herein by reference. All payments are payable by City within thirty days after receipt of invoice and documentation substantiating the number of meals provided at each designated location.

### ARTICLE III INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Classic Caterers agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Lincoln-Marti, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and IFB-4367-13-IS. Nothing in this Agreement or under IFB-4367-13-IS shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

### ARTICLE IV TERMINATION

The City may terminate this Agreement with or without cause effective thirty (30) days from the date of written notice to Classic Caterers. Classic Caterers may terminate this agreement for cause upon thirty (30) days' written notice to the City.

### ARTICLE V REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida

### ARTICLE VI 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 term 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.

ARTICLE VII  
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement along with the IFB documents and together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VIII  
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Director of Parks, Recreation and Cultural Arts  
City of Hollywood  
1405 S. 28<sup>th</sup> Avenue  
Hollywood, Florida 33021

with a copy to:

City Attorney  
City of Hollywood  
2600 Hollywood Boulevard  
Suite 407  
Hollywood, Florida 33020,

and if sent to Classic Caterers, such notices shall be mailed to:

Classic Caterers  
5201 Bldg Lagoon Dr. Ste. 270  
Miami, FL 33126


ARTICLE VIII  
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Classic Caterers.

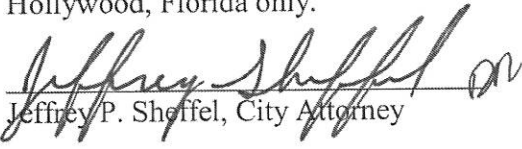
**SUMMER FOOD SERVICE PROGRAM WITH THE ILS GROUP, LLC D/B/A  
CLASSIC CATERERS (2013)**

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the  
day and year first above written.

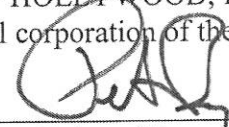
ATTEST:

  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City of  
Hollywood, Florida only.

  
Jeffrey P. Sheffel, City Attorney

CITY OF HOLLYWOOD, FLORIDA, a  
municipal corporation of the State of Florida

By:   
Peter Bober, Mayor

The ILS Group, LLC d/b/a Classic Caterers

By: 

Hugh Chang Alloy  
Name typed, printed or stamped

Title: CFO

SCHEDULE D  
BID SUMMARY SHEET

Vendor Name: THE ILS GROUP, LLC  
CLASSIC CATERERS

Sponsor Name: City of Hollywood

Total Number of Sites: 5

I. Bid calculations (1) (2) (3)

(Schedule A; Column 6)

MEAL TYPE	TOTAL NUMBER OF MEALS	UNIT COST BID	= TOTAL COST PER MEAL TYPE
Breakfast	5,776	\$ 1.02	\$ 5,891.52
Lunch	10,484	\$ 1.95	\$ 20,443.80
p.m. Supplements	2,728	\$ .98	\$ 2,673.44
TOTAL BID EXPENSE			\$ 29,008.76

Note: Column (1) X Column (2) = Column (3)

II. Contract Period

Dates of meal service: From: June 7, 2013 To August 9, 2013

Days per week: 5 Date(s) closed: July 4<sup>th</sup>, 2013

This contract will be for a one (1) year period with an option to renew for four (4) additional one (1) year terms.



Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness

**SUMMER FOOD SERVICE PROGRAM  
AGREEMENT**

ADAM H. PUTNAM  
COMMISSIONER

AGREEMENT NO.: 04-0985 SPONSOR: City of Hollywood

This document constitutes the permanent agreement between the Sponsor and the Florida Department of Agriculture and Consumer Services (DACS) for the Summer Food Service Program (SFSP).

**INSTRUCTIONS:** (1) AGREEMENT: **Three originals** of this Agreement must be signed in ink and submitted to the Florida DACS as part of the application process. (2) SPONSOR'S COPY: When this Agreement is approved, one original will be returned for the files of the Sponsor.

No monies or other benefits may be paid out under this program unless this agreement is completed, approved, and filed as required by (7 CFR Parts 225, 3015, 3016, 3019, and 3052).

**GENERAL APPLICABLE TERMS AND CONDITIONS**

These general applicable terms and conditions are hereby incorporated into the Agreement between the Sponsor and the DACS. For purposes of this agreement, a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county, or state government, a public or private nonprofit college or university currently participating in the National Youth Sports Program, or a private nonprofit organization that develops a special summer or other school vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and that is approved to participate in the program is referred to as the "Sponsor." A physical location at which a Sponsor provides a food service for children and at which children consume meals in a supervised setting is referred to as a "site." Offer Vs. Serve (OVS) refers to a particular type of meal service in which children may select components to make up a reimbursable meal rather than taking all components of a unitized meal.

The Sponsor has agreed to participate in the SFSP and accepts responsibility for supervision and control over the program and final financial and administrative responsibility for the program.

The Sponsor will:

- A. Operate a nonprofit food service from May through September for children on school vacation; at any time of the year, in the case of sponsors administering the program under a continuous school calendar system; or during the period of October through April, if it serves an area affected by a unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or

- other similar cause as approved by the DACS.
- B. Submit an agreement to the DACS where sites are located in accordance with the Food and Nutrition Service (FNS) Instruction 794-5, Agreements with Entities Which Operate Interstate Schools and Facilities.
- C. The Sponsor may operate with DACS approval, meal service sites which are not identified as non-profit locations, if the sites meet all of the following criteria:
1. Sites must be operated under the sponsorship of an eligible public or private non-profit service instruction;
  2. Sites must operate as open sites or restricted open sites;
  3. Sites must be located in an area in which at least 50 percent of the children are from households that are eligible for free or reduced priced school meals;
  4. Sites must make meals available to all children in the area and must serve meals to children on a first come, first served basis;
  5. Sites must serve all meals at no charge;
  6. Sites are not for-profit or for-profit camps;
  7. Meals must only be distributed by the Sponsor's trained staff and volunteers and sponsor trained site staff serving as volunteers; and
  8. The Sponsor must ensure no SFSP funds are provided to the for-profit site.
- D. Serve meals that meet the requirements and provisions during times designated as the meal service periods by the Sponsor and serve the same meals to all children. No permanent changes may be made in the serving time of any meal unless the changes are approved by the DACS.
- E. Serve meals without cost to all children, except that camps may charge for meals served to children who are not eligible for free or reduced-price school meals.
- F. Issue a free meal policy statement in accordance with 7 CFR 225.6 ( c).
- G. Meet the training requirements for its administrative and site personnel, as required under 7 CFR 225:
1. The Sponsor must receive DACS training annually.
  2. The Sponsor must train all administrative staff and site staff before they undertake their responsibilities.
  3. The Sponsor shall not allow a site to operate until personnel at the site have attended at least one of the Sponsor's trainings.
  4. The Sponsor must document the attendance at site trainings and schedule additional sessions for those staff that are absent.
  5. The Sponsor must record for each training session offered the training dates, names of attendees, and documentation of the topics covered.
  6. The Sponsor will ensure that at least one person who has been trained by the Sponsor be present at each of the Sponsor's sites during the time of the meal service.
  7. Training for administrative staff should cover the following topics:
    - a. Purpose of the program
    - b. Site eligibility
    - c. Recordkeeping requirements

- d. Organized site activity
  - e. Meal requirements
  - f. Nondiscrimination compliance
  - g. How meals will be delivered
  - h. The delivery schedule (if applicable)
  - i. What records are kept and what forms are used
  - j. Monitor's responsibilities
8. Training for monitors should cover the following topics:
- a. Site for which they will be responsible
  - b. Introduce themselves to site supervisors
  - c. Duties of authority
  - d. Conducting site visit/reviews
  - e. Monitoring schedule
  - f. Reporting/recordkeeping procedures
  - g. Follow-up procedures
  - h. Office procedures
  - i. Local sanitation and health laws
  - j. Civil rights
  - k. Reporting for ethnic/racial data
  - l. Considerations for personal safety, if necessary
9. Training for site staff should cover the following topics:
- a. Purpose of the program
  - b. Site eligibility
  - c. Necessity for accurate records
  - d. Importance of organized activities at sites
  - e. For sites obtaining meals from food service management companies/commercial meal vendors, school food authorities, or the Sponsor's central kitchen:
    - i. Meal pattern requirements and types of meal service offered (use planned menus)
    - ii. Delivery schedules (exact times)
    - iii. Adjustments in the delivery amount
    - iv. Facilities available for storing meals
    - v. Who to contact about problems (provide Sponsor's name and telephone number)
    - vi. Approved level of meal service
  - f. For sites where meals are prepared at the site:
    - i. Meal pattern requirements
    - ii. Inventory (use inventory forms)
    - iii. Meal adjustments (use production records)
    - iv. Meal preparation adjustments
  - g. Explain recordkeeping requirements:
    - i. Daily recordkeeping requirements
    - ii. Delivery receipts (sample forms)
    - iii. Seconds, leftovers, and spoiled meals
    - iv. Daily labor – actual time spent on food service and time and attendance records
    - v. Collection of daily record forms
    - vi. Maintain copies of meal service forms
  - h. Civil rights requirements (use Site Supervisor's Guide)



- i. Explain other miscellaneous policy, such as:
  - i. Problems with inclement weather and alternate service areas
  - ii. Problems with unauthorized adults eating program meals
  - iii. Problems with discipline
  - iv. Review of equipment, facilities, and materials available for organized recreational activities
  - v. Review of trash removal system
  - vi. Corrective action
  - vii. Nutrition education
- 10. The Sponsor will ensure that site personnel and monitors understand the importance of accurate point-of-service meal counts. Meals counts should represent only the number of meals actually served to children. Only complete meals served to eligible children can be claimed for reimbursement. Meals must be counted at the actual point of service.
- 11. If the Sponsor plans to implement OVS at sites under its Sponsorship, it must follow OVS guidelines as outlined in 7 CFR 225.16(f)(ii). OVS permits children to decline food; a certain number of menu items they do not intend to eat. The Sponsor must ensure that all sites' staff is adequately trained on the guidelines and procedures of OVS and that choosing OVS does not preclude the Sponsor from maintaining a nonprofit operation.
- 12. Sponsors not implementing the OVS provision will ensure that unitized meals are served to each eligible child at the point of service in order to be claimed for reimbursement.
- 13. The Sponsor will notify the public through a media release with the dates, locations, and serving times for each site serving meals.
- 14. The Sponsor will notify the local health department with the dates, locations, and times of trainings.
- H. In the storage, preparation and service of food, the Sponsor will maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- I. The Sponsor will accept and use, in quantities that may be efficiently utilized in the SFSP, such foods as may be offered as a donation by the DACS.
- J. The Sponsor will have access to facilities necessary for storing, preparing, and serving food.
- K. The Sponsor will maintain a financial management system as prescribed by the DACS.
- L. The Sponsor will maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d) (2) and (3).
- M. The Sponsor will conduct a preoperational visit for all new and problem sites before they begin operations.
- N. The Sponsor will conduct a site visit at all new sites and any site that experienced operational deficiencies during the previous summer at least once during the first week of operation to ensure that the food service is operating smoothly and that any apparent problems are immediately resolved. In cases where a site, whether new or returning, will operate for only one week, the site visit must be conducted in that week.
- O. The Sponsor will conduct a site review at all sites at least once during the first four weeks of program operations. The review requires the monitor to observe a complete meal service

from beginning to end including delivery or preparation of meals, the meal service, and the clean up after meals.

- P. The Sponsor will ensure that if a site operates less than four weeks, the Sponsor must still conduct a review.
- Q. The Sponsor must continue monitoring throughout the duration of the program at a level sufficient to ensure that sites comply with program regulations.
- R. The Sponsor must take prompt action to correct problems at the sites found from previous reviews and inspections by the health department and document the corrections taken.
- S. The Sponsor must maintain children on site while meals are consumed.
- T. The Sponsor must retain financial and administrative responsibility for their SFSP.
- U. The Sponsor must submit to the DACS a copy of the letter notifying the local health department of its intention to provide a food service at specific times at planned sites. This must be provided to the DACS before program operation begins.
- V. The Sponsor will meet the civil rights requirements, as required under 7 CFR 225.7(g) and FNS Instruction 113-1:
  - 1. The Sponsor must inform potential participants of the availability of SFSP.
  - 2. The Sponsor must display in a prominent place at the site and in the Sponsor's office the nondiscrimination poster developed by the United States Department of Agriculture (USDA) or approved by FNS.
  - 3. The Sponsor must make reasonable efforts to provide information in the appropriate translation concerning the availability and nutritional benefits of the program.
  - 4. The Sponsor must include the nondiscrimination statement and instructions for filing a complaint in the public release and in any program information directed to parents of participants and potential participants.
  - 5. The Sponsor must ensure that meals are served to all attending children, regardless of their race, color, national origin, sex, age, or disability.
  - 6. The Sponsor must ensure that all children have equal access to services and facilities at the site regardless of race, color, national origin, sex, age, or disability.
  - 7. Each year, the Sponsor must determine the number of potentially eligible participants by ethnic/racial category for the area served.
  - 8. Each year, the Sponsor must collect ethnic/racial category data for each site under the Sponsor's jurisdiction. Sponsors of residential camps must collect and maintain the information separately for each session of the camp. For all other sites, the Sponsor must count the participating children at least once during the site's operation. The Sponsor may use visual identification to determine a participant's ethnic/racial category.
  - 9. The Sponsor must use separate categories when collecting and reporting ethnicity and race. Ethnicity must be collected first. Respondents must be offered the option of selecting one or more racial designations. The minimum designations for collection are:
    - a. Ethnicity:
      - i. Hispanic or Latino
      - ii. Not Hispanic or Latino



b. Race:

- i. American Indian or Alaskan Native
- ii. Asian
- iii. Black or African American
- iv. Native Hawaiian or Other Pacific Islander
- v. White

W. The Sponsor may request advance payment for total program costs. The Sponsor's request must be separated into operating costs and administrative costs. Advance requests must be submitted at least 30 days before the payment date of June 1 or by the established DACS deadline. The DACS must receive certification that a Sponsor (except for school Sponsors) has held training sessions on program requirements for site and Sponsor personnel before release of the second month's operating advance to the Sponsor.

X. The Sponsor must submit claims for reimbursement on the form and in accordance with procedures provided by the DACS.

Y. The Sponsor must submit claims for reimbursement via the Internet in accordance with procedures established by the DACS. Claims for reimbursement not filed within 30 days following the month for which the claim is made may be disallowed. Any exception to this requirement will be made at the discretion of the USDA, FNS. A one-time exception for late claim submission may be made at the discretion of the DACS.

Z. Reimbursements are based on the number of reimbursable meals served multiplied by the sum of the administrative and operational rates. Sponsors must maintain complete records to document all costs and meals they claim for reimbursement. Sponsors are not eligible for reimbursement unless they have signed an agreement with the DACS.

AA. Camp reimbursements are based on the number of children served who are eligible for free or reduced-price meals according to the income guidelines for NSLP or SBP. With DACS approval, camps may claim reimbursement for serving up to three meals or two meals and one snack to eligible children each day. Sponsors of camps must maintain the documentation that demonstrates the free or reduced-price eligibility of the children they claim reimbursement for and must make it available for review by the DACS. Sponsors of camps may charge noneligible children a separate fee for meals.

BB. Sponsors must document funds accruing to the Sponsor's program. Accruing funds will not be deducted from the Sponsor's reimbursement. Sources of funds considered program income include:

1. Cash donations specifically identified for use in the program.
2. Any federal, state, or local funds specifically provided to the program.

CC. Sponsors must use reimbursement or funds that exceed the Sponsor's expenditures in a way that benefits SFSP services to children. The Sponsor should use funds remaining at the end of the program year as start-up funds or for improving SFSP services in the following year.

DD. If the Sponsor will not participate in the SFSP the next year, funds may be used towards

the Sponsor's provision of other child nutrition programs. If the Sponsor does not provide any other program, the excess funds must be remitted to the DACS. Sponsors may **not** transfer excess funds to nonprogram operations or to increase salary or fringe benefit costs when the sole purpose of the increase is to reduce the food service program balance.

EE. Unallowable costs are costs for which program funds may not be used. They include, but are not limited to:

1. The cost for excess meals ordered or prepared but not served to eligible children, i.e., meals in excess of legitimate program adult meals and reimbursement meals, unless specifically approved by the DACS.
2. Meals served in violation of program requirements, e.g., meals served outside of the approved serving time, meals or components consumed away from the site, and second meals in excess of the two percent tolerance.
3. Rental costs for periods beyond the close-out date for program operation.
4. Any other costs incurred that the DACS determine to be in violation of applicable laws or regulations.
5. The cost to purchase food (including coffee, etc.) for use outside of the SFSP.
6. The cost of meals served to administrative adult personnel or any other adults who are not part of the food service operation.
7. The cost of spoiled or damaged meals.
8. For vended Sponsors, the cost of meals delivered by a food service management company to an unapproved site or for meals not delivered within the agreed-upon delivery time, meals served in excess of the approved capacity, spoiled or unwholesome meals, or meals that do not meet meal requirements or quality standards.
9. Bad debts, which are any losses arising from noncollectible accounts and other claims and related costs.
10. Repayment of overclaims and other federal debts.
11. Contributions or donations including contingency reserves, USDA-donated commodities and other donated food, labor, and supplies.
12. Fines or penalties resulting from violations of or failure to comply with federal, state, or local laws and regulations.
13. Entertainment and fundraising costs.
14. Interest on loans, bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith.
15. Costs resulting from an under-recovery of costs under other grant agreements.
16. Direct capital expenditures or option to purchase rental costs for acquisition of land or any interest in land; acquisition or construction of buildings or facilities or the alteration of existing buildings or facilities; nonexpendable equipment of any kind; repairs that materially increase the value or useful life of buildings, facilities, or nonexpendable equipment; and other capital assets, including vehicles.

FF. Sponsors, upon request, must make all accounts and records pertaining to the program available to state, federal, or other authorized officials for audit or administrative review at a reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.

1. A review at the Sponsor level should involve a review of how the claim for reimbursement is assembled and a review of the records maintained by the Sponsor. Regardless of the specific administrative review procedures, all Sponsors must make their records available for review by the DACS and must implement all corrective actions recommended by the DACS. The results of an administrative review may affect the amount of reimbursement a Sponsor will receive.
2. Violations of program requirements may result in withholding or recovery of reimbursements, temporary suspension, or termination and exclusion from future program participation.
3. When the DACS finds violations during a site review, it will require the Sponsor to correct the problems found. If the DACS finds a high level of meal service violations at a site, it will immediately require the Sponsor to follow a specific corrective action plan. The DACS will initiate a follow-up system to ensure that Sponsors take the specific action (as outlined in the plan) for correcting site violations.
4. Failure to submit an acceptable corrective action plan may affect your future participation in the program.

## **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

**FFATA REQUIREMENTS.** Congress passed the FFATA in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. This will be accomplished by making government information—particularly information on federal spending—accessible to the general public. Such information will be displayed in a single, searchable database entitled USAspending.gov. While USAspending.gov will be populated from existing federal government databases to the maximum extent possible, some of the required information can be developed only by establishing additional reporting requirements. This includes certain information on federal assistance programs.

Under FFATA, the DACS is required to include additional requirements in the terms and conditions of its grants to first-tier subgrantees. As a primary grantee, the DACS must report certain information on itself and on federal financial assistance provided to first-tier subgrantees. The Sponsor must obtain a Dun and Bradstreet Data Universal Numbering System number, register with the federal government's Central Contractor Registration System, and take other specified actions.

## **AUDITS**

**AUDIT REQUIREMENTS.** The DACS provides federal financial assistance to a variety of entities that must comply with all federal and state audit requirements including: the Single Audit Act of 1984, as amended, (31 U.S.C. 7501 et. seq.); Office of Management and Budget (OMB) Circular A-133; Catalog of Federal Domestic Assistance (CFDA); Audits of State, Local Governmental Units, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government. If the Sponsor is a local government or nonprofit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Sponsor shall have an audit made in accordance with the provisions of OMB Circular

A-133.

If the nonprofit Sponsor expends less than \$500,000 of federal financial assistance during its fiscal year, the Sponsor is exempt from these audit requirements but is required to maintain records of federal financial assistance and to provide access to such records by federal and state agencies or their designees.

If the Sponsor is a nonprofit institution not subject to the provisions of the OMB Circular A-133, or is a for-profit organization, the Sponsor shall be subject to the audit requirements of the laws and regulations governing the program(s) in which it participates.

**PERIOD SUBJECT TO AUDIT AND AUDIT FREQUENCY.** A single audit or program-specific audit made in accordance with OMB Circular A-133 shall encompass the fiscal period of the Sponsor and shall be performed on an annual basis.

**SUBMISSION OF AUDIT REPORT TO THE STATE.** If a single audit, organization-wide, or a program-specific audit is made in accordance with the provisions of OMB Circular A-133, the Sponsor must submit the audit report within 30 days after the audit has been issued. The audit shall be completed and the report submitted no later than nine months after the end of the Sponsor's fiscal year. The Sponsor shall submit three copies of the audit report to:

Division of Food, Nutrition and Wellness  
Department of Agriculture and Consumer Services  
600 S. Calhoun Street, Suite 120  
Tallahassee, Florida 32399

All auditees shall submit a copy of the audit report to the Federal Auditing Clearinghouse in accordance with OMB Circular A-133, Section 320(d). The address for the currently designated clearinghouse is:

Financial Standards and Reporting Branch  
Office of Federal Financial Management  
Office of Management and Budget  
Washington, D.C. 20503  
Phone – (202) 345-3993

**GENERAL AUDIT PROVISIONS.** The Sponsor is responsible for obtaining the necessary audit in accordance with audit requirements of OMB Circular A-133.

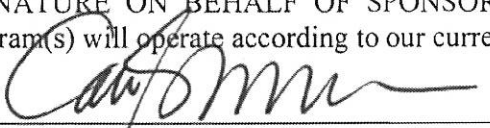
The DACS reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by the DACS or federal agencies. Any such additional audit work will rely on work already performed by the Sponsor's auditor and the costs for any additional work performed by the federal or DACS will be borne by those agencies at no additional expense to the Sponsor. Audit working papers and audit reports shall be retained by the Sponsor's auditor for a minimum of three years from the date of the audit report, unless the Sponsor's auditor is notified in writing by the DACS or the appropriate federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the DACS, the federal agency, or the General Accounting Office.



CFDA reporting numbers are as follows:

Program	Federal Code	Federal Regulation	CFDA
SFSP	NSLA (42 USC 1751-69h)	7 CFR 225	10.559

SIGNATURE ON BEHALF OF SPONSOR: I certify, as a Sponsor of the SFSP, that our program(s) will operate according to our current Application/Site Information and Agreement.

  
SIGNATURE OF CHIEF ADMINISTRATOR

5/17/13  
DATE

*Ch*  
Cathy Swanson-Rivenbark  
PRINT NAME

City of Hollywood  
NAME OF SPONSORING AGENCY/SPONSOR

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY:   
CITY ATTORNEY

#### OFFICIAL USE ONLY

Florida Department of Agriculture and Consumer Services

APPROVED BY:

DATE:

\_\_\_\_\_  
Mike Gresham, Director of Administration

For agreement inquiries, contact:

Program Administrator

Division of Food, Nutrition and Wellness

Florida Department of Agriculture and Consumer Services

600 S. Calhoun Street, Suite 120

Tallahassee, Florida 32399

**CITY OF HOLLYWOOD, FLORIDA****PROCUREMENT SERVICES DIVISION**

2600 HOLLYWOOD BLVD. • ROOM 303 • P. O. Box 229045 • ZIP 33022-9045  
PHONE: 954-921-3299 • FAX: 954-921-3086

March 19, 2014

Classic Caterers  
Attn: Orlando Monteagudo  
5201 Blue Lagoon Drive, Suite 270  
Miami, Florida 33126

Dear Mr. Monteagudo:

Our Agreement for Summer Food Service Program based upon Bid Number F-4367-13-IS, expires on June 2, 2014.

The Procurement Services Division would like to renew the agreement for a one (1) year period under the terms, conditions and pricing as the City of Hollywood Bid Number F-4367-13-IS and subsequent agreement.

If you are willing to honor your bid pricing and renew this agreement, please sign below. If you are not, please sign and explain reason(s) in a separate letter.

**Renewal is subject to the receipt of all required insurance certificate(s). If you have not already done so, please forward updated certificates directly to Procurement Services.**

Thanks for your help with this matter and as always, please call me at 954-921-3552 or e-mail to [isuperville@hollywoodfl.org](mailto:isuperville@hollywoodfl.org) if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Ian Superville, Procurement Contracts Officer  
Procurement Services Division

I agree: \_\_\_\_\_  
(Signature)

I disagree: \_\_\_\_\_

Name: Orlando Monteagudo  
(Typed or Printed)

Date: 3/29/14





**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**DATE:** March 19, 2014

**FILE:** PR-14-100

**TO:** Chuck Ellis, Director, Parks, Recreation and Cultural Arts Department

**VIA:** Joel Wasserman, Director, Procurement Services

**FROM:** Ian Superville, Procurement Contracts Officer  
Procurement Services

**SUBJECT:** Contract Renewal for Bid F-4367-13-IS – Summer Food Service Program – Classic Caterers

2014 MAR 20 PM 3:23

CITY OF HOLLYWOOD  
PROCUREMENT SERVICES  
DIVISION

**ISSUE:**

The current period of the above contract expires June 2, 2014. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

**EXPLANATION:**

If you wish to renew this contract, please complete and return this form to my attention along with the attached Contract Renewal Evaluation Form.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

**RECOMMENDATION:**

Please reply by returning this memo appropriately filled out, signed and dated.

Date: 3/20/14

To: Ian Superville, Procurement Services

The Public Utilities Department recommends the following:

☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 11.3100.77294.574.005261.

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

☒ Estimated annual usage/expenditure is \$30,000

By: Chuck Ellis

Title: Director



## CITY OF HOLLYWOOD, FLORIDA

### PROCUREMENT SERVICES DIVISION

#### Department/Office Contract Renewal Evaluation

Date: <u>3-20-14</u>	
Department/Office: <u>PRCA</u>	Division/Area: <u>Recreation</u>
Contact Person: <u>Linda Goberna</u>	Title: <u>Recreation mgr</u>
Contact phone number: <u>954-921-3404</u>	Contact Email: <u>lgoberna@hollywoodfl.org</u>
Purchase Order/Blanket Purchase Order #:	
Contract Expiration Date: <u>6-2-2014</u>	
Vendor: <u>ILS Group LLC DBA Classic Caterers</u>	Contact Person: <u>Rajesh Bhasin</u>
Contact phone number: <u>305-467-7467</u>	Contact Email: <u>r.bhasin@ilsheath.com</u>
Good/Service: <u>Yes</u>	Solicitation #: <u>Bid # F-4367-13-15</u>

1. How would you rate the quality of goods/services?

☐ Excellent
 ☒ Good
 ☐ Satisfactory
 ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☐ Excellent
 ☒ Good
 ☐ Satisfactory
 ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes
 ☐ No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes
 ☐ No
 ☐ Did not need to contact

If no, please explain?



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**Department/Office**  
**Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

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7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

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8. Please state any additional comments about your experience with this vendor and the goods/services provided:

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Department/Office Director's Name: 

Department/Office Director's Signature: \_\_\_\_\_