

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: November 21, 2006  Consent  Regular  
 Workshop  Public Hearing

Department:

Submitted By: Community Services

Submitted For: Division of Senior Services

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment #003 to Facility Use Agreement (R2003 1265 dated November 18, 2003) with the Jewish Community Center of the Greater Palm Beaches, Inc., renewing the agreement for one year, providing funding in the amount of \$11,335 for a part-time Meal Site Manager, and updating certifications required by the State.

**Summary:** This Amendment provides for the continuation of a part-time Meal Site Manager at the Jewish Community Center of the Greater Palm Beaches, Inc. site located at 3151 N. Military Trail, West Palm Beach, for the period of January 2, 2007, through December 31, 2007. It also updates State required certifications regarding lobbying, debarment, data integrity compliance and audits. This site consists of Jewish participants who require a kosher meal. The \$11,335 will provide for the salary and fringe benefits for a site manager for 25 hours per week. The program is funded under the Older Americans' Act grant in the amount of \$10,202 (90%) and \$1,133 (10%) in County match. The county's portion is included in the FY 2007 budget and will be requested in the FY 2008 budget. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road. (TKF)

**Background and Justification:** In accordance with the Older Americans' Act, the Division of Senior Services (DOSS) operates congregate dining sites for the elderly. These sites are located in school cafeterias, churches, housing projects, residences for the elderly and community centers. Owners of these facilities donate space; however, under the Older Americans Act, funds are provided to reimburse for other required expenses. For a number of years, the JCC has operated the meal site under accord of the kosher dietary laws, and is willing to provide same for calendar year 2007.

**Attachments:**

1. Amendment 003 Use of Facility Agreement with the Jewish Community Center of the Greater Palm Beaches, Inc.

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Recommended By: \_\_\_\_\_

Department Director

11-8-2006

Date

Approved By: \_\_\_\_\_

Assistant County Administrator

11-17-06

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	<u>8,502</u>	<u>2,833</u>			
External Revenue	<u>(7,652)</u>	<u>(2,550)</u>			
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>850</u>	<u>283</u>			
#ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?: Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1007 Dept 144 Unit. 1458/1459 Object 3419  
 Program Var.

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

	<u>C-1</u>	<u>C-2</u>	<u>Total</u>
Federal Funds (90%)	\$7,652	\$2,550	\$10,202
County Match (10%)	850	283	1,133
<b>Total</b>	<u>\$8,502</u>	<u>\$2,833</u>	<u>\$11,335</u>

Departmental Fiscal Review: *Paul*

**III. REVIEW COMMENTS**

**A. OFBM Budget and/or Contract Dev. and Control Comments:**

*Elizabeth Bless* 11/15/06  
 OBMB/Budget  
 SS 11/14/06  
*Dr. J. Jacob* 11/16/06  
 Contract Development and Control  
 G. Jones 11/16/06

**B. Legal Sufficiency:**

*[Signature]* 11/17/06  
 Assistant County Attorney  
 TM 11/09/06  
 PM 11-9-06

**This amendment complies with  
 our review requirements.**

**C. Other Department Review:**

\_\_\_\_\_  
**Department Director**

This summary is not to be used as a basis for payment.

**AMENDMENT #003**

**AMENDMENT TO FACILITY USE AGREEMENT**

This Amendment, made and entered into at West Palm Beach, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and the Jewish Community Center of the Greater Palm Beaches, Inc., hereinafter referred to as the FACILITY, a non-profit organization entitled to do business in the State of Florida, whose address is **3151 N. Military Trail, West Palm Beach, FL 33409.**

**WITNESSETH:**

**WHEREAS**, the need exists to amend the Agreement in an amount not to exceed \$11,335.00 for the period January 2, 2007 through December 31, 2007 (Document R2003 1865).

- I. Exhibit "A2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "A3 01/02/07".
- II. Exhibit "B2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "B3 01/02/07".
- III. Exhibit "C2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "C3 01/02/07".
- IV. Attachment "I 2" is withdrawn in its entirety and replaced with a new Attachment "I 3" Certification Regarding Lobbying.
- V. Attachment "II 2" is withdrawn in its entirety and replaced with a new Attachment "II 3" Certificate Regarding Debarment.
- VI. Attachment "III 2" is withdrawn in its entirety and replaced with a new Attachment "III 3" Audit Attachment.
- VII. Attachment "IV2" is withdrawn in its entirety and replaced with a new Attachment "IV3" Certification Regarding Data Integrity Compliance.
- VIII. Attachment "V" (HIPAA of 1996) remains the same.

**OTHER PROVISIONS**

All provisions in the Agreement or Exhibits to the Agreement in conflict with this third Amendment to the Facility Use Agreement shall be and are hereby changed to conform this Amendment.

All provisions not in conflict with this Agreement are still in effect and are to be performed at the same level as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 2 page Amendment to be executed by their officials thereupon duly authorized.


ATTEST:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

SHARON R. BOCK, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson Date

WITNESS:   
By: \_\_\_\_\_  
Signature

FACILITY:   
By: \_\_\_\_\_  
Signature

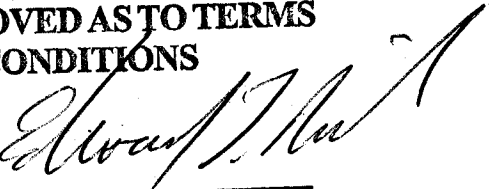
GWILDA BALTIN  
Name (Type or Print)

Thomas Marion, Executive Director  
Name & Title (Type or Print)

11/3/04  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY:   
DEPARTMENT HEAD

## EXHIBIT "A 3"

### SCOPE OF WORK

#### **FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND THE JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES, INC.**

The Division of Senior Services (DOSS) operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line. These sites are located in school cafeterias, churches, housing projects, residences for the elderly, community centers, and fraternal organizations. Owners of these facilities donate space to DOSS and no charge is required to reimburse the owners for increased energy usage. As of January, 1991 DOSS has been responsible for the provision of kosher congregate and home delivered meals in addition to the non-kosher meals being served.

The Center is willing to continue to provide/manage one (1) existing kosher meal site (West Palm Beach) for the period January 2, 2007 through December 31, 2007. This is to assure access to kosher meals by the target population. Funds are provided in DOSS's Older American's Act grant to reimburse the Center for a share of costs related to staffing/management of the designated meal site based on the following promises:

1. The Center will be responsible for receipt and storage of kosher meals and other food items and supplies from the food services purveyor designated by DOSS.
2. The Center shall provide qualified staff too manage the meal site and to assure that meals are heated and served in compliance with local, State and Federal regulations, and in accord with kosher specifications. The Center will also package and deliver meals to the homebound as specified by DOSS. The Meal Site Manager shall meet the same qualifications as specified in the County's position description. The DOSS Nutrition Coordinator will participate in the selection and hiring of the Meal site manager for the kosher site.
3. All necessary food service related supplies including food containers, utensils, paper products, etc., shall be furnished by DOSS or its designated food services purveyor.
4. DOSS shall monitor the meal site periodically in regard to compliance with OAA grant standards and shall conduct a client satisfaction survey at each meal site and for home delivered meals at least once annually.
5. Client contributions toward the cost of meals will be collected by the Center's assigned Meal Site Manager and submitted to DOSS on a mutually agreed schedule..
6. The Meal Site Manager will be responsible for congregate meal site reservations, maintenance of documentation to support the quantity of meals ordered and served, annual client registrations, status of current inventories and reports, as required by DOSS relevant to the kosher meals component, and collection and recording of client contributions.
7. The Meal Site will operate Monday thru Friday exclusive of County holidays specified in Exhibit "C3" and those days identified by the Center to observe Jewish Holidays.
8. The Center, when advertising the meals program, shall acknowledge that the meals program is funded through the Older American's Act (OAA), State of Florida, and Palm Beach County.
9. Meal storage and heating equipment shall be maintained in a manner consistent with Palm Beach County Health Department, State, and Federal standards in regard to cleanliness, temperature, and general repair associated with normal use.

**EXHIBIT "B3"**

**USE OF FACILITY AGREEMENT  
JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES, INC.**

**TITLE III  
THE OLDER AMERICANS ACT**

	C-1	C-2	TOTAL
<b>Personnel:</b>			
<b>1. Site Manager 9:00 a.m. - 2:00 p.m.</b>			
5 hours @ \$8.10 x 260 days	\$7,898 (75%)	\$2,632 (25%)	\$10,530
<b>2. FICA @ .0765%</b>	604	201	805
	<hr/>	<hr/>	<hr/>
	\$8,502	\$2,833	\$11,335

**SCHEDULE FOR PAYMENT**

<u>MONTH OF</u>	<u>BILLING RATE</u>	<u>EXTENDED</u>
January, 2007	\$944.58	\$944.58
February, 2007	\$944.58	1889.16
March, 2007	\$944.58	2833.74
April, 2007	\$944.58	3778.32
May, 2007	\$944.58	4722.90
June, 2007	\$944.58	5667.48
July, 2007	\$944.58	6612.06
August, 2007	\$944.58	7556.64
September, 2007	\$944.58	8501.22
October, 2007	\$944.58	9445.80
November, 2007	\$944.58	10390.38
December, 2007	\$944.58	11335.00

**EXHIBIT "C3"**

**2007 HOLIDAY SCHEDULE**

Martin Luther King, Jr. Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Christmas Day

Floating Holiday (Day after Christmas)

New Year's Day

ATTACHMENT 13

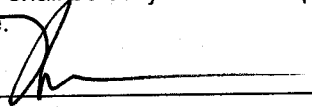
3/2004

CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

9/18/06  
\_\_\_\_\_  
Date

THOMAS R. MARION  
\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Application or Contract Number

JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC.  
\_\_\_\_\_  
Name of Organization

3151 N. MILITARY TRAIL  
\_\_\_\_\_  
Address of Organization

WPB, FL 33409  
\_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

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1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Area Agency nor its contract providers can contract with sub-recipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this agreement is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each sub-recipient of agreements referencing this agreement whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. The Area Agency may rely upon a certification of a provider/ sub-recipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Area Agency knows that the certification is erroneous.
8. The provider may rely upon a certification by a sub-recipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/sub-contracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all sub-recipients shall be kept on file with provider.

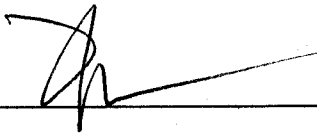
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This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature



Date

9/18/06

Thomas R. Marion, EXEC. DIR.Name and Title of Authorized Individual  
(Print or type)JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC.

Name of Organization