

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>6,235</u>	_____	_____	_____	_____
External Revenue	<u>(5,611)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>624</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Budget Account No.: Fund 1007 Dept. 144 Unit. 1458/1459 Obj. Vari
 Program Code Vari

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

	72%	28%	
	<u>C-1</u>	<u>C-2</u>	<u>Total</u>
Federal Funds (90%)	4,040	1,571	\$5,611
County Match (10%)	449	175	\$624
Total	<u>4,489</u>	<u>1,746</u>	<u>\$6,235</u>

Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 4.1.08
 OFMB
 CN 3/31/08
[Signature] 4/2/08
 Contract Administration

B. Legal Sufficiency:
[Signature] 4/2/08
 Assistant County Attorney

This Contract complies with our contract review requirements.
The effective date is retroactive.

C. Other Department Review:

 Department Director

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

USE OF FACILITY AGREEMENT

This agreement is made on this _____ day of _____ 2008 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, Florida 33409. In consideration of the mutual promises contained herein, the COUNTY and the FACILITY agree as follows:

WITNESETH:

WHEREAS, the FACILITY's responsibility under this Agreement is to provide an Administrator for a Senior Meals Program at the FACILITY as more specifically set forth in the Scope of Work detailed in Exhibit "A." The COUNTY shall reimburse the FACILITY an amount not to exceed \$6,234.50 for the services of a site Administrator for the Senior Meals Program. A schedule of payments is detailed in Exhibit "B." A schedule of allowable holidays is detailed in Exhibit "C."

WHEREAS, the COUNTY's responsibility under this Agreement is as more specifically set forth in the Scope of Work detailed in Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenant and promises as hereinafter set forth, the parties agree as follows:

ARTICLE – 1 – INDEMNIFICATION:

The FACILITY shall indemnify and save harmless, and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise solely from any gross negligent act or omission of the FACILITY, its agents, servants, or employees in the performance of services under this Agreement.

The FACILITY further agrees to indemnify, save harmless, and defend the COUNTY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising solely out of intentional misconduct of the FACILITY not included in the paragraph above and for which the COUNTY, its agents, servants, or employees are alleged to be liable.

The COUNTY acknowledges its responsibility for liability which may arise from any negligent act or omission of the COUNTY, its agents, servants, or employees in the performance of its services under this agreement. This acknowledgement is not intended to be nor should it be construed as a waiver of the COUNTY's sovereign immunity pursuant to Florida Statute 768.28 or an increase of the limits of liability pursuant to such statute.

ARTICLE – 2 – PERSONNEL:

The FACILITY agrees to provide management as outlined in Exhibit "A."

ARTICLE – 3 – NON-DISCRIMINATION:

The FACILITY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin, or ancestry.

ARTICLE – 4 – ENTIRETY OF CONTRACTUAL AGREEMENT:

The COUNTY and FACILITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. None of the provisions, terms, and conditions contained in this agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE – 5 – AMENDMENTS AND MODIFICATIONS:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE – 6 – EFFECTIVE TERM/TERMINATION:

This Agreement shall begin on January 1, 2008 and end on June 30, 2008. The COUNTY shall have in its sole discretion, the option to extend the Agreement for up to five (5) one (1) year renewals. Both parties reserve the right to terminate the Agreement without cause upon thirty (30) days written notice to the other party.

ARTICLE – 7 – NOTICES:

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Faith Martin, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

and if sent to the FACILITY shall be mailed to:

Zev Hymowitz, Interim Executive Director
Jewish Community Center of the Greater Palm Beaches, Inc.
3151 N. Military Trail
West Palm Beach, Florida 33409

ARTICLE – 9 – PAYMENTS TO FACILITY:

1. The COUNTY shall pay to the FACILITY as reimbursement of expenses for the Administrator of the Palm Beach County Senior Meals Program at the FACILITY an amount not to exceed \$6,234.50.
2. The FACILITY will invoice the COUNTY for services actually performed based on the expenses actually incurred and paid. The services to be performed are to administer the Palm Beach County Senior Meals Program and provide recreation programs for the elderly at the FACILITY. The reimbursement of expenses is for the period January 1, 2008 through June 30, 2008.
3. Final Invoice / Reimbursement: In order for both parties herein to close their books and records, the FACILITY will clearly state “final invoice / reimbursement” on the FACILITY’s certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the FACILITY. The final invoice must be submitted by the fifth (5) working day following June 30, 2008 or the end of each program year that the agreement is in effect.

ARTICLE – 9 – FILING:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the duly authorized representatives of the FACILITY have hereunto set their hand as the day of the year above written.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

FACILITY:

By: *Gwilda Baltin*
Signature

By: *Zev Hymowitz*
Signature

GWILDA BALTIN
Name (Type or Print)

ZEVE HYMOWITZ, INTERIM EXEC. DIR
Name & Title (Type or Print)

3/12/08
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Edward L. Rich, Department Head

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.

The Facility is willing to provide/manage one (1) existing kosher meal site (West Palm Beach) for the period January 1, 2008 through June 30, 2008. This is to assure access to kosher meals by the target population.

The Facility:

1. Will be responsible for receipt and storage of kosher meals and other food items and supplies from the food services subcontractor designated by DOSS.
2. Provide meal and maintain meal heating equipment 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.
3. Shall provide qualified staff to 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.
4. Will also package and deliver meals to the homebound as specified by DOSS.
5. 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.
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.
 - Distributes nutrition education on material monthly and log the same as the meal Site Roster.
 - Ensures that food is checked in properly and necessary supplies are ordered.
 - Recruits, trains, and directs volunteers to assist in all site operations.
 - Trains volunteers to run meal site in his/her absence.
 - Assures that the number of meals ordered is based on reservations made by site participants.
 - Supervises set up, service, and clean up of daily meals.
 - Assures that leftover food is supplied as seconds and then discarded.
 - Informs nutrition participants of congregate meal donation requirements.
 - Collects and records meal site donations and prepares them by the end of each week to be picked up by DOSS.
 - Mails Meal Site Reports per time frames designated by DOSS Nutrition Coordinator.
 - Attends scheduled DOSS Nutrition staff meetings.
7. Will operate Monday thru Friday exclusive of County holidays specified in Exhibit C and those days identified by the Facility to observe Jewish Holidays in Exhibit C.

8. When advertising the meals program, shall acknowledge that the meals provided by Palm Beach County Board of County Commissioners program is funded through the Older American's Act (OAA) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc.
9. Will provide back up staff when the designated Site Manager is not available or on leave.

The Division of Senior Services:

1. Will provide all meals and necessary food service related supplies including food containers, utensils, paper products, etc. through the County's designated food service subcontractor, subject to the availability of funds.
2. 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.
3. Will provide training and oversight for the Site Manager and volunteers recruited to work at the meal site.
4. Will pick up the meal site donations from the Site Manager and deposit donations.

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

TITLE III
 THE OLDER AMERICANS ACT

	C-1	C-2	Total
Personnel:			
1. Site Manager 8:00 a.m. – 1:00 p.m.			
5 hours @ \$8.91 x 130 days	\$4,343.62 (75%)	\$1,447.88 (25%)	\$5,791.50
2. FICA @ .0765%	332.25	110.75	443
	\$4,675.87	\$1,558.63	\$6,234.50

SCHEDULE FOR PAYMENT

<u>MONTH OF</u>	<u>BILLING RATE</u>	<u>EXTENDED</u>
January, 2008	\$1,039.08	\$1,039.08
February, 2008	\$1,039.08	\$2,078.16
March, 2008	\$1,039.08	\$3,117.24
April, 2008	\$1,039.08	\$4,156.32
May, 2008	\$1,039.08	\$5,195.40
June, 2008	\$1,039.10	\$6,234.50

2008 HOLIDAY SCHEDULE

New Year's Day (January 1, 2008)

Martin Luther King, Jr. Day (January 21, 2008)

President's Day (February 18, 2008)

Passover (April 21, 2008)

Passover (April 25, 2008)

Memorial Day (May 26, 2008)

Shavuot (June 9, 2008)

Shavuot (June 10, 2008)