



**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	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>  0  </u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____ No _____				
Budget Account No.:	Fund _____	Dept. _____	Unit. _____	Obj. _____	
	Program Code <u>  N/A  </u>				

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

Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Administration Comments:  
*There is no fiscal impact associated with this Agenda item. The operational staff is already included in the budget.*

*Atwillhite 5.5.08*  
 OFMB *mm* *04/30/08*  
*05/08*

*Mr. Dan J. Jarey 5/5/08*  
 Contract Administration  
*6/6/08*

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

*[Signature]* *5/6/08*  
 Assistant County Attorney

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 Trinity United Methodist Church, hereinafter referred to as the FACILITY, a non-profit organization entitled to do business in the State of Florida, whose address is 1401 9<sup>th</sup> Street, West Palm Beach, FL 33401. 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 facilities for a congregate dining site as more specifically set forth in the Scope of Work detailed in Exhibit "A." The FACILITY does not expect nor require payment for the space which is to be used as a congregate dining site for senior citizens.

**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 COUNTY 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 Monday, May 12, 2008 with no fixed expiration date. 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:

Rev. Paul C. Jones, Pastor  
Trinity United Methodist Church  
1401 9<sup>th</sup> Street  
West Palm Beach, FL 33401

**ARTICLE – 8 – 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:

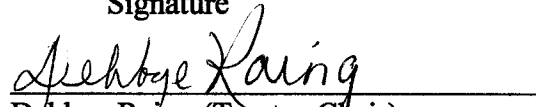
By:   
Signature

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

\_\_\_\_\_  
Rev. Paul C. Jones (Pastor)

  
Bettye Dawson (Church Council Chair)

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

  
Debbye Raing (Trustee Chair)

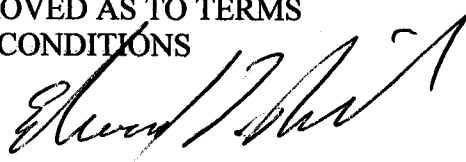
03-27-08  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Edward L. Rich, Department Head

\_\_\_\_\_  
Date

**SCOPE OF WORK**

**FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND  
TRINITY UNITED METHODIST CHURCH**

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 churches, residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to DOSS and no charge is required to reimburse the owners for use of these facilities.

The FACILITY is willing to provide facilities for a congregate dining site at Trinity United Methodist Church located at 1401 9<sup>th</sup> Street, West Palm Beach, FL 33401 year round, Monday through Friday, excluding County holidays as detailed in Exhibit "B," based on the following conditions:

1. There shall be no on-site food preparation by DOSS. Kitchen area usage shall include use of sinks, refrigerator, and locked storage facilities in the kitchen and tables and chairs in the designated dining area. DOSS will provide the necessary steam table / food warmer (s) and serving cart.
2. All meals and necessary food service related supplies including food containers, utensils, paper products, etc. shall be furnished by DOSS or through its designated food service subcontractor, subject to the availability of funds.
3. Any property and / or fixtures installed or stored at the site by DOSS shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
4. DOSS shall be responsible for providing a site manager. Recruitment of volunteers shall be the responsibility of the FACILITY.
5. DOSS shall provide training and oversight for the site manager and volunteers recruited to work at the meal site in site management, sanitation, food portioning, and required paperwork.
6. DOSS site manager or volunteer recruited to work at the meal site shall have access to a telephone to call DOSS Nutrition Department at least once daily.
7. DOSS shall monitor the meal site periodically in regard to compliance with OAA grant standards and shall conduct a client satisfaction survey once annually.
8. When advertising the meals program, the COUNTY and FACILITY 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.

**COUNTY HOLIDAY SCHEDULE**

New Year's Day

Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)

President's Day (3<sup>rd</sup> Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day (1<sup>st</sup> Monday in September)

Columbus Day (2<sup>nd</sup> Monday in October)

Veteran's Day

Thanksgiving Day

Floating Holiday (Friday after Thanksgiving Day)

Christmas Day

Floating Holiday (Day before or after Christmas)