

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 (X) Consent () Regular
() Ordinance () Public Hearing

Department
Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

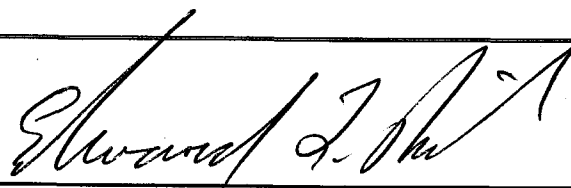
Motion and Title: **Staff recommends motion to approve:** Use of Facility Agreement with the Jewish Community Center of the Greater Palm Beaches, Inc., effective July 1, 2008, with no fixed expiration date to provide a kosher congregate meal site for the elderly.

Summary: This Agreement will enable the Division of Senior Services (DOSS) to operate a kosher congregate dining site for the elderly at the Jewish Community Center of the Greater Palm Beaches, Inc. site located at 3151 N. Military Trail, West Palm Beach at no cost to the County for space or energy usage. DOSS will operate the site and provide the kosher meals. 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 DOSS Nutrition program operates congregate meal sites for the elderly throughout the County north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, churches, community centers, and senior centers. Owners of these facilities donate space to the program and no charge is required to reimburse the owners for increased facility cost as a result of the donation of space. The Jewish Community Center of the Greater Palm Beaches, Inc. is willing to donate space and utilities for a kosher congregate dining site for the elderly. DOSS will operate the site and provide the kosher meals.

Attachments:

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

Recommended By:  8-5-2008
Department Director Date

Approved By:  8/9/08
Assistant County Administrator Date

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* See below</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Budget Account No.:	Fund _____	Dept. _____	Unit. _____	Obj. _____	
	Program Code <u>N/A</u>				

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

Palm Beach County Funds

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

* No Fiscal Impact for this Agenda Item

A. Willhite 8-5-08
 8/5/08 OFMB 8/5/08

Ann J. Jacoby 8/6/08
 Contract Administration
 E. Jones 8/6/08

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

This Contract complies with our contract review requirements.

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 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 – INSURANCE:

The FACILITY agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by the FACILITY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the FACILITY under this contract.

Commercial General Liability The FACILITY agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Additional Insured The FACILITY agrees to endorse the COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation The FACILITY agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit the FACILITY to enter into an pre-loss agreement to waive subrogation without an endorsement, then the FACILITY agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the FACILITY enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance The FACILITY agrees to provide the COUNTY with a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Community Services Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

Right to Review The COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

ARTICLE – 5 – 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 – 6 – 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 – 7 – EFFECTIVE TERM/TERMINATION:

This Agreement shall be effective July 1, 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 – 8 – 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, Florida 33401

and if sent to the FACILITY shall be mailed to:

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

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 have 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:

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:**

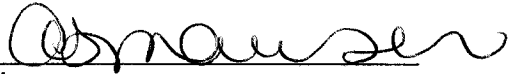
SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

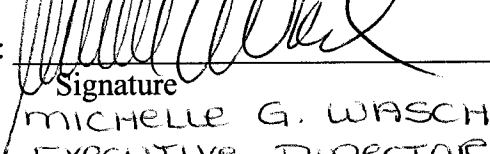
By: _____
Addie L. Greene, Chairperson

WITNESS:

**THE JEWISH COMMUNITY CENTER
OF THE GREATER PALM BEACHES,
INC.:**

By: 
Signature
AMY MAUSER

Name (Type or Print)

By: 
Signature
MICHELLE G. WASCH
EXECUTIVE DIRECTOR

Name & Title (Type or Print)

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

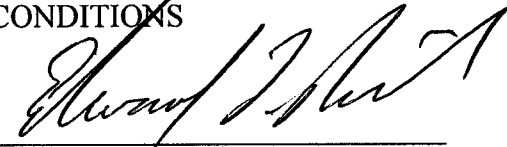
By: 
Edward L. Rich, Department Head

EXHIBIT A

SCOPE OF WORK

FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND JEWISH COMMUNITY CENTER

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 residences for the elderly, churches, 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 kosher congregate dining site year round, Monday through Friday, excluding COUNTY holidays and those days identified by the FACILITY to observe Jewish 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, freezer, oven, and locked storage facilities in the kitchen and tables and chairs in the designated dining area.
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. The FACILITY will be responsible for receipt and storage of kosher meals and other food items and supplies.
4. 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.
5. DOSS shall be responsible for providing a site manager and recruitment of volunteers.
6. 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.
7. DOSS site manager or volunteer recruited to work at the meal site shall have access to a telephone and computer for use while on site for work related activities.
8. DOSS shall monitor the meal site periodically in regard to compliance with OAA grant standards and shall conduct a client satisfaction survey once annually.
9. 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.

EXHIBIT B

HOLIDAY SCHEDULE

New Year's Day

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day - 3rd Monday in February

Passover - up to six (6) weekdays

Memorial Day - last Monday in May

Shavuot - up to two (2) weekdays

Independence Day

Labor Day - 1st Monday in September

Rosh Hashanah - up to two (2) weekdays

Yom Kippur - up to one (1) weekday

Columbus Day - 2nd Monday in October

Sukkot - up to two (2) weekdays

Shemini Atzeret & Simchas Torah - up to two (2) weekdays

Veteran's Day

Thanksgiving Day

Floating Holiday - Day after Thanksgiving

Floating Holiday - Day before or after Christmas

Christmas Day