

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **October 21, 2008**

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 Village of Royal Palm Beach to provide a congregate meal site for the elderly effective July 1, 2008, through June 20, 2018.

Summary: This Agreement will enable the Division of Senior Services (DOSS) to operate a congregate dining site for the elderly in Royal Palm Beach at the Cultural Center located at 151 Civic Center Way at no cost to the County for space or energy usage. DOSS will operate the site and provide the meals. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

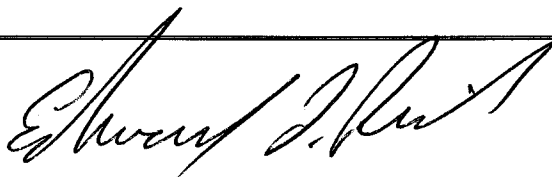
Background and Justification: In accordance with the Older Americans' Act, the DOSS Nutrition program operates congregate meal sites throughout the County north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, churches, senior centers, and community centers. 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 Village of Royal Palm Beach is willing to donate space and utilities for a congregate dining site for the elderly at the Cultural Center. DOSS will operate the site and provide meals.

Attachments:

Use of Facility Agreement with the Village of Royal Palm Beach

Recommended By: _____

Department Director



9-30-2008

Date

Approved By: _____

Assistant County Administrator



10/7/08

Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

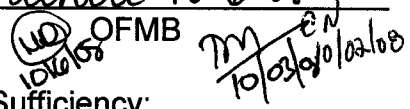
Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:
No Fiscal Impact for this Agenda Item

atwillwhite 10-6-08

 OFMB
 10/6/08
 TM
 10/09/08
 EN
 10/02/08

Jan. J. Jacobs 10/6/08
 Contract Administration
 E. Jacobs 10/6/08

B. Legal Sufficiency:

J. P. [Signature] 10/8/08
 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 Village of Royal Palm Beach, hereinafter referred to as VILLAGE, a body of government entitled to do business in the State of Florida. In consideration of the mutual promises contained herein, the COUNTY and the VILLAGE agree as follows:

WITNESETH:

WHEREAS, the VILLAGE owns and operates the Cultural Center, whose address is 151 Civic Center Way, Royal Palm Beach, FL 33411. The VILLAGE'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 VILLAGE 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:

Each party to this agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the VILLAGE shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the VILLAGE'S negligence in connection with this Agreement; and the COUNTY shall indemnify, defend and hold harmless the VILLAGE against any actions, claims or damages arising out of the negligence of the COUNTY in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

ARTICLE – 2 – PERSONNEL:

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

ARTICLE – 3 – NON-DISCRIMINATION:

The VILLAGE 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 VILLAGE 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 VILLAGE is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the VILLAGE under this contract.

Commercial General Liability The VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VILLAGE 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 VILLAGE enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance The VILLAGE 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 VILLAGE 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 retroactively to July 1, 2008 and end on June 30, 2018 unless otherwise terminated by either party 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, FL 33401

and if sent to the VILLAGE shall be mailed to:

David B. Farber, Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

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 VILLAGE 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:

VILLAGE OF ROYAL PALM BEACH:

By: *DiANE DiSANTO*
Signature

By: *David B. Farber*
Signature

 DIANE DiSANTO
Name (Type or Print)

 David B. Farber, Village Manager
Name & Title (Type or Print)

 9/19/08
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *Edward L. Rich*
Edward L. Rich, Department Head

EXHIBIT A

SCOPE OF WORK

FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND VILLAGE OF ROYAL PALM BEACH

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 VILLAGE is willing to provide facilities for a congregate dining site at the Cultural Center located at 151 Civic Center Way, Royal Palm Beach, FL 33411 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, oven, 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).
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 and recruitment of volunteers.
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 and computer for use while on site for work related activities.
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 VILLAGE 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

COUNTY HOLIDAY SCHEDULE

New Year's Day

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

President's Day (3rd Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY
C/O COMMUNITY SERVICES DIVISION OF SENIOR SERVICES
810 DATURA STREET SUITE 300
WEST PALM BEACH FL 33401

Administrator

Issue Date 6/27/08

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0514

COVERAGE PERIOD: FROM 10/1/07

COVERAGE PERIOD: TO 10/1/08 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury (Including Products Liability)
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$10,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond
-

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Use of facilities for congregate dining located at: 151 Civic Center Way, Royal Palm Beach, FL 33411.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, is added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH FL 33411

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE