Agenda Item: 3E-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	July 7, 2009	(X) Consent	() Regular
		() Ordinance	() Public Hearing
Department			

Submitted By: <u>Community Services</u>

Submitted For:

Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Use of Facility Agreement with MorseLife to provide a kosher congregate meal site and kosher meals for the elderly for the period of July 7, 2009, through July 6, 2012 in an annual amount not to exceed \$36,962 for the cost of the kosher meals.

Summary: This Agreement will enable the Division of Senior Services (DOSS) to operate a kosher congregate dining site for the elderly at MorseLife located at 4847 Fred Gladstone Drive, West Palm Beach, at no cost to the County for space or energy usage. MorseLife will provide kosher meals at the site to elderly participants who require a kosher meal. DOSS will reimburse MorseLife at a cost per meal, including necessary food service related supplies. The estimated annual cost of the meals will be \$36,962, funded under the Older Americans' Act grant in the amount of \$33,266 (90%) and \$3,696 (10%) in County match. The County's portion is included in the FY 20**\$0** budget. 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, 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. MorseLife is willing to donate space and utilities for a kosher congregate dining site for the elderly. They are also willing to provide kosher meals. DOSS will reimburse for the cost of the kosher meals, including necessary food service related supplies, and operate the site.

Attachments:

Use of Facility Agreement with MorseLife

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Recommended By:	Department Director	Date
Approved By:	Jah	4/24/09
	Assistant County Administrator	Date

II. FISCAL ANALYSIS IMPACT

Α. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures Operating Costs External Revenue Program Income (County) In-Kind Match (County)	<u>9,241</u> (8,317)	<u>36,962</u> (33,266)	<u>36,962</u> (33,266)	<u>27,721</u> (24,949)	
NET FISCAL IMPACT	924	3,696	3,696	2,772	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren	t Budget: Yes	3 <u>X</u>	No		
Budget Account No.: Fun	d <u>1006</u> Dept	. <u>144</u> Unit.	1458/1459 Code <u>Vari</u>	Obj. <u>Vari</u> I	Program

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

	72% <u>C-1</u>	28% <u>C-2</u>	<u>Total</u>
Federal Funds (90%) County Match (10%)	23,952 2,661	9,314 1,035	33,266 3,696
Total	26,613	10,349	36,962

Departmental Fiscal Review: KEW

III. REVIEW COMMENTS

Α. OFMB Fiscal and/or Contract Administration Comments:

1024 109 \$26116109

OFMB

Β. Legal Sufficiency:

Assistant County Attorne

C. Other Department Review:

09 mtract A ninistration

This Contract complies with our contract review requirements.

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 _____2009 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and MorseLife, hereinafter referred to as the FACILITY, an organization entitled to do business in the State of Florida, whose address is 4847 Fred Gladstone Drive, West Palm Beach, Florida 33417. 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 and kosher meals to be served at the 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. The COUNTY shall reimburse the FACILITY an amount per kosher meal as 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 – LIABILITY and SOVEREIGN IMMUNITY:

Each party to this agreement shall be liable for its own actions and negligence. The FACILITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims for damages arising out of the FACILITY'S negligence in connection with this agreement. Nothing stated herein 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 – <u>PERSONNEL</u>:

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

ARTICLE – 3 – <u>NON-DISCRIMINATION:</u>

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, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression, and familial status.

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 agreement 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 agreement.

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<u>Commercial General Liability</u> 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.

<u>Additional Insured</u> The FACILITY agrees to endorse the COUNTY as an Additional Insured with a <u>CG026 Additional Insured – Designated Person or Organization endorsement</u> 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.

<u>Waiver of Subrogation</u> The FACILITY agrees by entering into this agreement 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.

<u>Certificate(s) of Insurance</u> 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 Community Services Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401

<u>Right to Review</u> 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 – <u>AMENDMENTS AND MODIFICATIONS:</u>

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

ARTICLE – 7 – <u>EFFECTIVE TERM/TERMINATION:</u>

This agreement shall be effective July 7, 2009 and end on July 6, 2012 unless otherwise terminated by either party without cause upon thirty (30) days written notice to the other party.

ARTICLE – 8 – <u>NOTICES:</u>

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:

Alan D. Sadowsky, Ph.D., Executive Director MorseLife / Kramer Senior Services Agency 4847 Fred Gladstone Drive West Palm Beach, FL 33417

ARTICLE – 9 – <u>FILING:</u>

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:

SHARON R. BOCK, Clerk and Comptroller

By: _____ Deputy Clerk

.

WITNESS:

a Sideer By: _ Signature

Alan , <u>Galuces</u> Name (Type or Print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

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

By: John F. Koons, Chairperson FACILITY: By: Keith Signature Name & Title (Type or Print)

<u>/18</u> Date

APPROVED AS TO TERMS AND CONDITIONS

By: Community Services Dept. Head

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EXHIBIT A

SCOPE OF WORK USE OF FACILITY AGREEMENT BETWEEN COUNTY AND FACILITY

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, 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 MorseLife located at 4847 Fred Gladstone Drive, West Palm Beach, Florida 33417 year round, Monday through Friday, excluding holidays as detailed in Exhibit "B," based on the following conditions.

The FACILITY shall:

- 1. Furnish all kosher meals and necessary food service related supplies such as napkins, table coverings, paper towels, and table service, including plates, cups, and silverware, subject to the availability of funds though the COUNTY.
- 2. Provide written evidence (copies of current licenses/certifications) that shows that the FACILITY holds the following:
 - a. State and Local Licenses. Provide copy of state and local license for commissary(s) to be utilized during the term of the contract.
 - b. Local Kashruth Supervision. Provide proof of certificate/license from local Community Kashruth that supervises all products and production of kosher meals at FACILITY's commissary(s) to be utilized during the term of the contract.
 - c. Licensed Registered Dietitian. Provide the name, address, phone number, and copy of Commission of Dietetic Registration (CDR) and any other professional affiliations for the person (on staff or contracted) responsible for preparation of kosher menus during the term of the contract.
 - d. Food Service Manager Certification. Provide copies for all staff responsible for overseeing the preparation and delivery of kosher meals during the term of the contract.
- 3. Provide a copy of written Sanitation Program that meets/exceeds the minimum requirements of all governmental agencies authorized to inspect or accredit the food service program.
- 4. Provide a copy of written plan for provision and delivery of kosher meals in the event of a hurricane or other disaster.
- 5. Offer any brand/manufacturer which meets or exceeds the nutritional value as specified in this document. Provide proof that all meat and poultry meet USDA approved Grade A or better in accordance with Florida Statute 287.0822, October 2005, and that they are purchasing from vendors who provide name brand products that meet/exceed those offered by suppliers such as Henry Lee, Sexton, Cheney Brothers, Inc., SYSCO, etc. The COUNTY reserves the right to determine acceptance of offered item(s) and is not required to pay for food not meeting the proper specifications.
- 6. Bill the COUNTY weekly for all kosher meals by delivering invoices, plus one copy, to Division of Senior Services (DOSS) Nutrition Department, 810 Datura Street, Suite 300, West Palm Beach, Florida 33401, <u>no later than 3:00pm</u> Thursday of each week for the preceding week (Monday through Friday).
- 7. Adhere to the following menu requirements:
 - a. Menu Planning: Menus shall be planned and provided to the COUNTY no less than six calendar weeks in advance of implementation. They should include the name and title of the person who completed the menus and the name and title of the person who approved the menus.

- b. Menu Cycle: A menu cycle shall be no less than four weeks in rotation of different food combinations to assure variety of colors, flavors, and textures. Cycle menus shall run for a maximum of six months before changing. Food items should not be repeated on consecutive days or consecutive days of the week.
- c. Menu Revisions: Appropriate suggestions for menu revisions, as required, will be given to the FACILITY at least two weeks prior to scheduled menu implementation.
- d. Menu Corrections: Corrected menus must be resubmitted to the COUNTY within one week of receipt of comments or as otherwise directed.
- e. Menu Retention: Approved menus shall be followed as written.
- f. Menu Substitutions: Menu substitutions shall be minimal, but are allowed if they are from the same food group and provide equivalent nutritional value and they are approved by the COUNTY's Qualified Dietician prior to use.
- g. Menu Development: Menus should be developed with consideration for the:
 - i. Special needs of the elderly,
 - ii. Religious, ethnic, cultural, and regional dietary practices or preferences of clients, if reasonable and feasible,
 - iii. Variety of food and preparation methods including color, combinations, texture, size shape, taste, and appearance,
 - iv. Seasonal availability of foods,
 - v. Availability of equipment of food preparation or meal delivery service, and
 - vi. Budget.
- h. Menu Development Methods: Menus may be designed/developed using either computer assisted nutrient analysis or component meal pattern.
 - i. All meals regardless of development method will provide each participating older individual a minimum of 33 1/3 % of the current Dietary Reference Intake (<u>http://www.aoa.dhhs.gov/prof/aoaprog/nutrition/nutrition.asp</u>) and comply with the current Dietary Guidelines for Americans. The values required meet the nutritional needs of a moderately active 70+ year old female (reference USDA My Pyramid Food Intake Pattern).
 - ii. The Computer Assisted Nutrient Analysis Menu Development must comply with the following:
 - 1. The most recent edition of the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture (http://www.healthierus.gov/dietaryguidelines).
 - 2. Providing a minimum of 33 1/3 % of the Dietary Reference Intake/Adequate Intake (DRI/AI) for a moderately active 70+ female as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if one meal is provided per day.
 - 3. Applicable provisions of state or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual. Ref. Chapter 64-E-11-Food Hygiene, Florida Administrative Code (http://fac.dos.state.fl.us).
 - iii. The Component Meal Pattern should comply with the following:
 - 1. Identify the following target nutrients on the menu:
 - a. At least 25 mg of Vitamin C per meal.
 - b. At least 250 ug of Vitamin A at least three times per week.
 - 2. Include whole grains and high fiber foods as much as possible.
 - 3. Use fortified foods to meet Vitamin B12 needs.
 - 4. Make nutrient dense foods and fortified and enriched products a priority.
 - iv. Food Group Components:
 - 1. Bread or Bread Alternative:
 - a. A serving of bread is generally:
 - i. 1 slice (1 ounce),
 - ii. ¹/₂ cup pasta or grain product, or
 - iii. 1 ounce ready to eat cereal.

- b. A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended.
- c. Limit high fat bread and bread alternative selections such as biscuits, quick bread, muffins, cornbread, dressings, croissants, fried hard tortillas, and other high fat crackers.
- d. Bread alternatives do not include starchy vegetables such as potatoes, sweet potatoes, corn, yams, or plantains. These foods are included in the vegetable group.
- 2. Vegetable:
 - a. A serving of vegetable (including dried beans, peas, lentils, lima beans, potato, plantains, sweet potato, and corn) is generally:
 - i. 1 cup raw leafy vegetable,
 - ii. ¹/₂ cup cooked, drained, or raw vegetable, or
 - iii. ³⁄₄ cup 100% vegetable juices (a ¹⁄₂ cup juice pack may be counted as serving if a ³⁄₄ cup pre-packaged serving is not available).
 - b. Fresh or frozen vegetables are preferred.
 - c. Vegetables as a primary ingredient in soups, stews, casseroles or other combinations dishes should total ¹/₂ cup per serving.
- 3. Fruit:
 - a. A serving of fruit is generally:
 - i. 1 (4 ounces) apple, banana, kiwi, orange, peach, or pear,
 - ii. 2 (8 ounces) plums or tangerines,
 - iii. ³/₄ cup blueberries or blackberries,
 - iv. 1 cup cantaloupe cubes,
 - v. ³/₄ cup grapefruit sections,
 - vi. ³/₄ cup fresh pineapple,
 - vii. 1 ¾ cup whole strawberries or cubed watermelon,
 - viii. ¹/₂ cup chopped, cooked, frozen, or canned drained fruit,
 - ix. ³⁄₄ cup 100% fruit juice (a ¹⁄₂ cup juice pack may be counted as serving if a ³⁄₄ cup pre-packaged serving is not available),
 - x. 2 tablespoons raisins, or
 - xi. 3 dried prunes or dates.
 - b. Frozen or canned fruit must be packed in juice or water.
- 4. Milk or Milk Alternative:
 - a. One cup low-fat, fat-free, buttermilk, low-fat chocolate milk, or lactose-free milk fortified with Vitamins A and D should be used. Milk should be served from its original container, usually 8 ounces in size.
 - b. Low-fat or fat-free is recommended for the general population.
 - c. Powdered dry milk or evaporated milk may be served at the meal site but not for the main meal **except for cultural or religious reasons.** Each powdered milk or evaporated milk serving size must be equivalent to one cup of milk. Powdered milk may be used with emergency meals.
 - d. Milk alternatives may be provided in place of milk. Alternatives to one cup of milk include:
 - i. 1 cup yogurt,
 - ii. 1 ¹/₂ ounce hard cheese (Cheddar, Monterey, Provolone, Colby, American Mozzarella, Swiss, Parmesan) or 2 ounces processed cheese (American),
 - iii. 8 ounces tofu (processed with calcium salt),
 - iv. $1\frac{1}{2}$ cup ice milk / ice cream,
 - v. $1\frac{1}{2}$ cup cottage cheese 1% fat, or
 - vi. $1\frac{1}{2}$ cup custard.

- 5. Meat or Meat Alternative:
 - a. All meats and poultry used in the preparation of meals shall be Kosher.
 - b. Three ounces edible portion of meat, poultry, fish, or meat alternative (or a combination with other high protein foods) should be provided for each meal. Meat serving weight is the edible portion, not including skin, bone, or coating. A one ounce equivalent of a meat alternative includes:
 - i. 1 egg,
 - ii. ¹/₂ cup cooked dried beans, peas, or lentils,
 - iii. 2 tablespoons peanut butter or 1/3 cup nuts,
 - iv. ¹/₄ cup cottage cheese,
 - v. ¹/₄ cup tuna fish, drained,
 - vi. ¹/₂ cup tofu, or
 - vii. 1 ounce cheese (nutritionally equivalent measure of pasteurized process cheese food, cheese spread, or other cheese product).
 - c. Except to meet cultural and religious preferences and for emergency meals, avoid using dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
 - d. Cooked dried beans, peas, or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
 - e. Nuts and seeds may be used to meet no more than one-half of the meat alternative meal requirements and must be appropriately combined with other meats/meat alternatives to fulfill the requirement.
 - f. Cured meat products, such as ham, smoked or polish sausage, corned beef, dried beef, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than once a week. Bacon is not considered a meat alternate since it provides fat and sodium and few other nutrients.
 - g. Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the protein intake of program clients. The recommended ratio of protein product to meat is 20:80.
 - h. Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternatives.
 - i. Red meat (beef, pork, etc.) and poultry (turkey, chicken) hot dogs/frankfurters:
 - i. One ounce of product provides one ounce of cooked lean meat for hot dogs containing meat by products, cereals, binders, or extenders.
 - ii. Hot dogs containing meat by products, cereals, binders, or extenders are not acceptable on an ounce for ounce basis.
 - iii. If using hotdogs containing extenders or binders, then only the cooked lean meat portion of the product can be used toward the M/MA requirement.
- 6. Accompaniments, Condiments, and Product Substitutes:
 - a. Include traditional meal accompaniments as appropriate, e.g. condiments, spreads, and garnishes. Whenever feasible, provide reduced fat alternatives.
 - b. Salt substitutes shall not be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but shall not be counted as fulfilling any part of the nutritive contents.

- c. Sugar, condiments, seasonings, or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents.
- d. Use low sodium version of high sodium foods when available and feasible.

7. Fat:

- a. Minimize use of fat in food preparation. Fats should be primarily monounsaturated and polyunsaturated vegetable oils, such as olive, peanut, corn, safflower, canola, cottonseed, and soybean oils. Eliminate use of palm oil and coconut oil in food preparation.
- b. The use of butter or fortified margarine as a spread for the bread is optional because of the emphasis on reducing fat content of the meals.
- 8. Desserts:
 - a. Desserts may be provided as an option to satisfy the caloric requirements or for additional nutrients.
 - b. Preferred desserts include fresh, frozen, or canned fruit packed in their own juice and low fat products made with whole grains and/or low fat milk.
 - c. Pudding made with low fat milk, low fat ice cream, ice milk, or frozen yogurt may be served where feasible due to the increased calcium needed by the elderly.
 - d. High fat baked goods such as brownies, cakes, cobblers, cookies, pies, should be limited to once a week.
- 8. Provide Hurricane / Disaster Box (five Shelf Stable Meals with six pack of water, 16 ounces each) at the beginning of the Hurricane Season and Holiday Box (four Shelf Stable Meals) for Thanksgiving and Christmas. Shelf Stable meals must meet the following guidelines:
 - a. Nutrient content of the meal must meet all requirements of the program and be approved by the COUNTY's Qualified Dietician.
 - b. Only top-grade, non perishable foods in intact packages shall be included.
 - c. Cans are to be easy open, with pull tabs whenever possible.
 - d. All individual foods packages are to be labeled with expiration dates.
 - e. All foods must be shelf stable.
 - f. Fruit and vegetable juices are to be 100% pure juices.
 - g. Dried fruit must be packed in airtight container.
 - h. When applicable, easy-to-read preparation instructions should be included.
- 9. Provide special meals for the Seder and Passover.
- 10. Deliver meals to the designated dining area between 10:30am and 11:30am.
- 11. Adhere to the following temperature / appearance requirements:
 - a. All food shall be prepared and delivered to the dining area in a manner to preserve optimum flavor and appearance while retaining nutrients and food value.
 - b. Hot food shall be delivered at a temperature of 140 degrees F or higher, neutral foods shall be delivered at room temperature, cold foods shall be delivered at a temperature of 41 degrees F or lower, and frozen foods shall be delivered at 20 degrees F or lower.
 - c. Random temperature checks shall be made regularly by the FACILITY to assure that all food is delivered at the proper temperature. Records of such temperature checks shall be maintained by the FACILITY and monitored by the COUNTY.
- 12. 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. when advertising.

The COUNTY shall:

- 1. Reimburse the FACILITY an amount per kosher meal, including all necessary food service related supplies, as detailed in Exhibit "B," subject to the availability of funds by the COUNTY.
- 2. Provide meal counts to the FACILITY for the next work day by 2:00pm daily.
- 3. Perform daily temperature checks to assure that all food is delivered and served at the proper temperatures.
- 4. Provide a site manager and recruit volunteers.
- 5. 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. Have access to the kitchen/food preparation, serving, and dining areas, including use of the sinks, refrigerator, freezer, and a locked storage area in the kitchen/food preparation and/or serving areas and tables and chairs in the designated dining area.
- 7. Provide clean up only of the designated dining area by sweeping floors, wiping tables and chairs, and removing trash created by the meal site participants.
- 8. Have access to a telephone and computer for use while on site for work related activities.
- 9. Install or store any property and/or fixtures, as necessary, which shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
- 10. Assess meal site participants initially and annually per OAA grant standards.
- 11. Collect and deposit contributions toward the cost of the meal service.
- 12. Provide nutrition education, planned by the COUNTY's Qualified Dietician, at least once monthly in written and/or verbal form.
- 13. Provide nutrition counseling, by the COUNTY's Qualified Dietician, to advise and guide persons who are at a nutritional risk because of their poor health, nutritional history, current dietary intake, medication use, or chronic illness, as needed.
- 14. Monitor the meal site periodically in regard to compliance with OAA grant standards
- 15. Conduct a client satisfaction survey at least once annually.

EXHIBIT B

Description	Price Per Meal	Estimated Number of Meals (*)	Total
Hot	\$4.93 Per Meal	X 7,200	\$35,496.00
Frozen	\$4.93 Per Meal	X 0	\$0.00
Hurricane / Disaster Box (five Shelf Stable Meals with six pack of water, 16 ounces each)	\$3.76 Per Meal	X 150	\$564.00
Holiday Box (four Shelf Stable Meals)	\$3.76 Per Meal	X 240	\$902.40
			\$36,962.40

KOSHER CONGREGATE MEAL COST

All of the above shall include supplies.

*Estimated twelve (12) month quantities.

EXHIBIT C

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

FACILITY HOLIDAY SCHEDULE

None