

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 3, 2009 ☒ (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 NOAH Development Corporation to utilize facility for operating a congregate meal site for the elderly effective November 18, 2009, with no fixed expiration date.

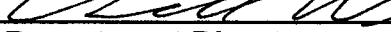
Summary: This Agreement will enable the Division of Senior Services (DOSS) to operate a congregate dining site for the elderly in Belle Glade at Glades Pioneer Terrace Housing located at 200 Dorothy Wilford Circle. Glades Pioneer Terrace Housing will recruit volunteers to operate the site. All meals and necessary food service, related supplies, including food container, utensils, paper products, etc., shall be furnished by the County or through its designated food service vendor, subject to the availability of funds. DOSS shall provide training for volunteers recruited to work at the meal site in site management, sanitation, food portioning and required paperwork. The volunteers shall distribute the meals to participants. Funding to operate this congregate dining site is through the American Recovery and Reinvestment Act (ARRA) allocated by the State of Florida Department of Elder Affairs and the Area Agency on Aging, Palm Beach/Treasure Coast Inc. through Resolution No. R2009-1069. A required 10% County match of \$20,908 was obligated in the funding Agreement and is included in FY 2010 budget. (DOSS) District 6 (TKF).

Background and Justification: In accordance with the Older Americans' Act (OAA), DOSS nutrition program operates congregate meal sites throughout Palm Beach County from Martin County line to Hypoluxo Rd.; coastline to Lake Okeechobee/Hendry 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. NOAH Development Corporation is willing to donate space and utilities for a congregate dining site for the elderly at Glades Pioneer Terrace Housing.

Attachments:

Use of Facility Agreement with NOAH Development Corporation

Recommended By:  10/21/09
Department Director Date

Approved By:  10/29/09
Assistant County Administrator Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>216,984</u>	_____	_____	_____	_____
External Revenue	<u>(196,076)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>20,908</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
Budget Account No.: Fund 1006 Dept. 144 Unit. Var Obj. Var
Program Code N/A

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

Funding previously approved (R2009-1069)

Departmental Fiscal Review: Gaurana Malhotra
10/21/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 10/26/09
OFMB VA 10/26/09
10/23/09

[Signature] 10/27/09
Contract Administration
10/27/09

B. Legal Sufficiency:

[Signature] 10/27/09
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 _____ 2009 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and NOAH Development Corporation, hereinafter referred to as the FACILITY, a not for profit corporation entitled to do business in the State of Florida, whose address is 601 Covenant Drive, Belle Glade, FL 33430. In consideration of the mutual promises contained herein, the COUNTY and the FACILITY agree as follows:

WITNESETH:

WHEREAS, the FACILITY owns and operates Glades Pioneer Terrace Housing, whose address is 200 Dorothy Wilford Circle, Belle Glade, FL 33430. The FACILITY's responsibility under this Agreement is to provide facilities at Glades Pioneer Terrace Housing 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.

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 – PERSONNEL:

The FACILITY agrees to provide volunteer 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, 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.

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 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.

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
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 November 18, 2009 with no fixed expiration date 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 FACILITY shall be mailed to:

Thomas Roberts, Executive Director
NOAH Development Corporation
601 Covenant Drive
Belle Glade, FL 33430

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: _____
John F. Koons, Chairperson

WITNESS:

FACILITY:

By: Diana B. Jones
Signature

By: [Signature]
Signature

DIANA B. Jones
Name (Type or Print)

Thomas A. Roberts, Executive Director
Name & Title (Type or Print)

9/30/09
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Channell Wilkins, Director
Community Services

EXHIBIT A

SCOPE OF WORK USE OF FACILITY AGREEMENT BETWEEN COUNTY AND FACILITY

The COUNTY 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 the COUNTY 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 Glades Pioneer Terrace Housing located at 200 Dorothy Wilford Circle, Belle Glade, FL 33430 year round, Monday through Friday, excluding holidays as detailed in Exhibit "B," based on the following conditions.

1. There shall be no on site food preparation by the COUNTY. 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. The COUNTY 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 the COUNTY 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 the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
4. The COUNTY shall provide training for volunteers recruited to work at the meal site in site management, sanitation, food portioning, and required paperwork.
5. The COUNTY shall monitor the meal site periodically in regard to compliance with OAA grant standards and conduct a client satisfaction survey once annually.
6. The COUNTY shall provide nutrition education, planned by the COUNTY's Qualified Dietician, at least once monthly and nutrition counseling, conducted by the COUNTY's Qualified Dietician, as needed.
7. The FACILITY shall be responsible for recruitment of volunteers to work at the meal site.
8. The FACILITY shall provide meal site staff and volunteers with access to a telephone and computer for use while on site for meal site related activities.
9. The COUNTY and the FACILITY shall acknowledge that the meals provided by Palm Beach County Board of County Commissioners are 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.

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/05/09

PRODUCER

Kornreich/NIA
1601 Belvedere Road
Suite 300, East Tower
West Palm Beach, FL 33406

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 POLICIES BELOW.

INSURED

NOAH Development Corp.
601 Covenant Drive
Belle Glade, FL 33430

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Scottsdale Insurance Company

41297

INSURER B: Fidelity & Deposit Company of M

39306

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BCS0020083	07/01/2009	07/01/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XLS0052819	07/01/2009	07/01/2010	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Crime	CCP003490112	06/23/2009	06/23/2010	\$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are added as an additional insured, but only to the extent provided by the actual policy language of the general liability policy. Most policies only provide coverage by written contract, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

10 Days for Non-Payment

PALM BEACH COUNTY
Community Services Division of
Services Senior
810 Datura St., Suite 300
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

agreement, or permit and only with respect to work performed by or on behalf of the named insured. This certificate does not modify the referenced policy(ies).

Additional insured coverage may require the existence of a written contract and the coverage of this policy may be excess to other insurance. Reference should be made to actual policy language to determine whether or not any potential claim may be covered.

Loc# 7 - Glades Pioneer Terrace - 100 Dorothy Wilford Circle;
Belle Glade, FL
Building # 1 70 Unit Apartment Building