Agenda Item: 3E-2

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Marie State						
Meeting Date: Jul	y 10, 2012	[X]	Consent	[	]	Regular
	•	ĪĪ	Ordinance	I	]	Public Hearing
Department	•					
Submitted By:	Community Service	ces				
Submitted For:	Division of Senior Services (DOSS)					
				====		NAME OF THE PARTY

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Use of Facility Agreements with the following entities for operating congregate meal sites for the elderly effective July 10, 2012:

- A) Pinnacle Palms, LTD, facility located at 601 Executive Center Drive, West Palm Beach; and
- B) Beth Zion, Inc., facility located at 129 Sparrow Drive, Royal Palm Beach.

Summary: These Agreements will enable DOSS to operate congregate meal sites for the elderly at the above locations at no cost to the County for space or energy usage. Each facility will recruit volunteers to operate the congregate meal sites. DOSS shall provide training for the volunteers. All meals and necessary food related services and supplies shall be furnished by the County through its designated food service vendor, subject to the availability of funds. The estimated annual cost of meals at the Pinnacle Palms, LTD facility will be \$39,399, funded under the Older Americans Act (OAA) grant, in the amount of \$35,459 (90%) and \$3,940 (10%) in County match funds. The estimated annual cost of meals at the Beth Zion, Inc. facility will be \$25,886, funded under the OAA grant, in the amount of \$23,297 (90%) and \$2,589 (10%) in County match funds. The County's portion is included in the proposed FY2013 budget. Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** In accordance with OAA, DOSS provides congregate meals and nutrition education in strategically located centers such as schools, churches, community centers, senior centers and other public or private facilities where seniors may receive a congregate meal.

Attachments: Two	(2) Use of Facility Agreements		
THE PARTY STATE (AND SOME SAME SAME SAME SAME SAME SAME SAME SA			
Recommended By:	Department Director	- 6/25/1L Date	
Approved By:	Malle	76/12	
	<b>Assistant County Administrato</b>	r Date '	

## **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	14,566	65,285	65,285	65,285	65,285
External Revenue	(13,109)	(58,756)	(58,756)	(58,756)	(58,756)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,457	6,529	6,529	6,529	6,529

1	ODITIONAL FTE SITIONS (Cumulative)				
Budge	n Included In Current Bud et Account No.: 1006 Dept <u>144</u> Unit <u>1458</u>	_		Program Perio	od <u>Var.</u>
B.	Recommended Sources	of Funds/Sur	nmary of Fiscal In	npact:	
	Federal Funds (90%) County Match (10%)	<b>C-1</b> 58,756 6,529			
	Total	65,285			
C.	Departmental Fiscal Rev		Malhotra, Director, I	Financial & Si	upport Svcs.

## **III. REVIEW COMMENTS**

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			77 / 1064	b∕ 7k_ <b>∞</b> ∞-	ob Walley Bo	<b>U</b>	

B. Legal Sufficiency:

71/20	7/5/12
Seniol Assistant County Attorney	7710

C. Other Department Review:

Department Director	

This summary is not to be used as a basis for payment.

#### USE OF FACILITY AGREEMENT

#### WITNESETH:

WHEREAS, the FACILITY owns and operates the Pinnacle Palms, whose address is 601 Executive Center Drive, West Palm Beach, FL 33401. The FACILITY's responsibility under this Agreement is to provide facilities at Pinnacle Palms, 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 senior 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 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.

<u>Certificate(s)</u> of <u>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 Board of County Commissioners 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.

## ${\bf ARTICLE-5-} \underline{\bf ENTIRETY\ OF\ CONTRACTUAL\ AGREEMENT:}$

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 10, 2012 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 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## ARTICLE - 9 - 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 Manfra, 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:

David Deutch, CEO/Owner Pinnacle Palms, LTD 9400 South Dadeland Boulevard, Suite 100 Miami, Florida 33156

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:Shelley Vana, Chair
WITNESS:	FACILITY: Pinnacle Palms, LTD
By: Signature	By: All o limit
Name (Type or Print)	David Deutch, CEO/Owner  Name & Title (Type or Print)  O 2 2012  Date
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Senior Assistant County Attorney	
	APPROVED AS TO TERMS AND CONDITIONS
	By Call hard

Channell Wilkins, Director Community Services Department

#### EXHIBIT A

## SCOPE OF WORK USE FACILITIES 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 the Pinnacle Palms, whose address is 601 Executive Center Drive, West Palm Beach, FL 33401, Tuesday, Wednesdays, and Thursday from 11:00 a.m. to 2:00 p.m., excluding County 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).
- 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 vendor, 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 Older American's Act (OAA) grant standards and conduct a client satisfaction survey once annually.
- The COUNTY shall provide nutrition education, planned by the COUNTY's Qualified Dietician, at least once monthly. 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 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 (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 (1st Monday in September)

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

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

CONTACT

Jill Kizyma, Senior Account Manager

1-586-774-5300

Arthur J. Gailagher Risk Management Services, Inc.			PHONE (A/C, No, Ext): 586-439-4355 FAX (A/C, No): 586-778-2814							
229	30 Nine Mile Road				E-MAIL ADDRE					
Saint Clair Shores, MI 48080			INSURER(S) AFFORDING COVERAGE				NAIC#			
	1 Kizyma 586-439-4355				INSURE	RA: SCOTTS	DALE INS C	:0		41297
INSU					INSURE	RB; FEDERA	r ins co			20281
PIN	NACLE PALMS, LTD.				INSURE	RC:				
940	0 SOUTH DADELAND BLVD.				INSURE	RD:				
	TE 100			•	INSURE	RE:				
MIA	MI, FL 33156				INSURE	RF:				
CO	VERAGES CER	TIFIC	CATE	NUMBER: 27092680				REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES									
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	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED			•				BODILY INJURY (Per accident)	\$	
	WON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS A AUTOS							11. 54. 52.52.53.111	\$	
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,	000,000
	DED RETENTION\$								\$	
	WORKERS COMPENSATION							WC STATU- OTH- TORY LIMITS ER		
1	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A				}		E,L. DISEASE - EA EMPLOYEE	\$	
	(Mandatory in NH)							apa. Sivila was " O'r Emi CO'l Cla	<del>.</del>	·····

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hosting Location: Pinnacle Palms, Ltd., 605 Executive Circle, West Palm Beach, Florida 33401

If yes, describe under DESCRIPTION OF OPERATIONS below

PBC Nutrition Program Facility Contract
With respects to Exhibit "A" / Scope of Work - Use of Facility Agreement between County and Facility, the following are included as Additional Insured for General Lizbility Coverage noted above - Palm Beach County Board of County Commissioners, A Polictical Subdivision of the State of Florida, its Officers, Employees and Agents. Additional Insured Endorsement # CG0261185 (Designated Person or Organization) Endorsement. Waiver of Subrogation is included. Commercial General Liability policy noted above is primary as requested in contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Community Services, Division of Senior Services	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
810 Datura Street, Suite 300	AUTHORIZED REPRESENTATIVE
West Palm Beach, FL 33401 USA	hit hill
	© 1999 2010 ACORD CORPORATION All rights reserved

E.L. DISEASE - POLICY LIMIT \$

ACORD 25 (2010/05) 27092680

The ACORD name and logo are registered marks of ACORD

## SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 05/11/2012

NAME OF INSURED: PINNACLE PALMS, LTD.

The Producer will endeavor to mail 30 days written notice/10 days for non-payment to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

SUPP (10/00)

## USE OF FACILITY AGREEMENT

This agreement is made on this	, 2012 by and between the Board of County
Commissioners of Palm Beach County, Florida,	hereinafter referred to as the COUNTY, and
Beth Zion, Inc., hereinafter referred to as the FAG	
Royal Palm Beach, Florida, 33411. In considera	
the COUNTY and the FACILITY agree as follows	

#### WITNESETH:

WHEREAS, the FACILITY owns and operates the Beth Zion, Inc., whose address is 129 Sparrow Drive, Royal Palm Beach, Florida, 33411. The FACILITY's responsibility under this Agreement is to provide facilities at the Beth Zion, Inc., 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 senior 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 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.

<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.

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 Board of County Commissioners 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 - 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 10, 2012 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 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## ARTICLE - 9 - 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 Manfra, 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:

Iris Rosenberg, President Beth Zion Inc. 129 Sparrow Drive Royal Palm Beach, FL 33411

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
SHARON R. BOCK, Clerk and Comptroller	COMMISSIONERS:
By:	By: Shelley Vana, Chair
WITNESS:	FACILITY: Beth Zion, Inc.
By:Signature	By: Signature Column
Name (Type or Print)	Iris Rosenberg. President Name & Title (Type or Print)
	Date
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Senior Assistant County Attorney	
	APPROVED AS TO TERMS

AND CONDITIONS

Channell Wilkins, Director

Community Services Department

## EXHIBIT A

# SCOPE OF WORK USE FACILITIES 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 the Beth Zion, Inc. whose address is 129 Sparrow Drive, Royal Palm Beach, Florida, 33411 Monday through Thursday from 11a.m. to 1 p.m., excluding County 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 vendor, 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 Older American's Act (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. 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 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 (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 (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day

ACORD"

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DOYYYY) 06/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. 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).

	561-287-6654		561-327-5111	CONTACT Eric Co	<del>*</del>	4.44H.)	
Conn	ect Insurance Agency former	v Bo		PHONE: LAI: 561-287-6654 [AX No: 561-327-5111			
	No. Federal Hwy	<i>y</i> ==,	3-11-11-11-11-11-11-11-11-11-11-11-11-11	EMAIL ADDRESS: ecoxinnsurance@hotmail.com			
	:			11.00		RDING COVERAGE	NAIC #
	Worth, FL 33460			INSURER A : Safect			
INSURE	ýp.			INSURER B: American States Insurance CO			19704
Temple Beth Zion, Inc				INSURER C : Employers (AmComp)			
129 Sparrow Drive				INSURER D :			er sached w
Royal	Palm Beach, Fi 33411			INSURER E :			
	V			INSURER F:			
			ATE NUMBER:		REVISION NUMBER:		
CERT	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RI TIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	PERTA POLIC	ement, term or condition ain, the insurance afford des. Limits shown may have	I OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	MUICH THE
HSR LTR	TYPE OF INSURANCE	ADXX	SUBR WYD POLICY NUMBER	POLICY EFF	PÓLICY EXP (MM/DD/YYYY)	UMITS	
A GI	COMMERCIAL GENERAL LIMBILITY					EACH OCCURRENCE 5 DAMAGE TO RENTED PREMISES (Es pocurrence) 5	-1.000,000 50,000
<u> </u>	CLAIMS-MADE V OCCUR		0(Cl4800781	06/01/2012	06/01/2013	MED EXP (Any one person) \$	10,000
						PERSONAL & ADV INJURY 5	1.000.000
						GENERAL AGGREGATE \$	2,000,000
GE	EN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OF AGG   \$	2.000.000
<b>√</b>	POLICY PRO- LOC					s	
"AE	ALONOBITE/TVBIFILA		A CONTRACTOR SALE A MARRIED A CAMPAGE STEEL		· · · ·	COMBINED SINGLE LIMIT	
	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person) \$	
_	LAUTOS L. JAUTOS		i	1		BODILY INJURY (Per accident) \$	
,	NON OWNED			1			
	HIRED AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident) 5	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Par accident) \$	
<u> </u>	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR					77	5,000,000
	HIRED AUTOS NON-OWNED AUTOS		01\$U42447110	) 05/01/2012	06/01/2013	\$	, 5,000,000
В	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION'S		01SU42447110	) 05/01/2012	06/01/2013	\$ EACH OCCURRENCE \$ AGGREGATE \$	, 5,000,000
B wo	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE OED RETENTION'S ORXERS COMPENSATION NO EMPLOYERS' LIABILITY		01SU42447110	) 05/01/2012	06/01/2013	\$  EACH OCCURRENCE	, 5,000,000
B WAN	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION 5  ORXICES COMPENSATION NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTHER/EXECUTIVE			, , , , , , , , , , , , , , , , , , ,		\$ EACH OCCURRENCE \$ AGGREGATE \$	
B WAN	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION S  ORXICES COMPENSATION NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FRICER/MÉMBER EXCLUDED?  MAINTAINE NEI)	N/A	01SU42447110 EIG1355761	05/01/2012		\$ EACH OCCURRENCE \$ AGGREGATE \$  V WC STATU- OTH- TORY LIMITS FR	500,000 500,000
B WAN	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  OED RETENTION'S  ORKER'S COMPENSATION ND EMPLOYERS' LIABILITY VY PROPRIETOR/PARTNER/EXECUTIVE FRICE/MEMBER EXCLUDED?			, , , , , , , , , , , , , , , , , , ,		\$ EACH OCCURRENCE \$ AGGREGATE \$  WC STATU- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT \$	500,000 500,000
B WAN	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION S  ORXICES COMPENSATION NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FRICER/MÉMBER EXCLUDED?  MAINTAINE NEI)			, , , , , , , , , , , , , , , , , , ,		EACH OCCURRENCE \$  AGGREGATE \$  WC STATU- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT \$  E.L. DISEASE - EA EMPLOYEE \$	500,000 500,000
B WAN	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION S  ORXICES COMPENSATION NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FRICER/MÉMBER EXCLUDED?  MAINTAINE NEI)			, , , , , , , , , , , , , , , , , , ,		EACH OCCURRENCE \$  AGGREGATE \$  WC STATU- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT \$  E.L. DISEASE - EA EMPLOYEE \$	500,000
B WK AN AN OF (MY ) I DE	HIRED AUTOS NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION S  ORXICES COMPENSATION NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FRICER/MÉMBER EXCLUDED?  MAINTAINE NEI)	AIN	EIG1355761	07/13/2011	07/12/2012	EACH OCCURRENCE \$  AGGREGATE \$  WC STATU- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT \$  E.L. DISEASE - EA EMPLOYEE \$	500,000 500,000

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

a plitical subdivision of the State of Florida, its officers, employees, and agents

PALM BEACH COUNTY BOARD OF COUNTY COMMISSION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
810 DATURA STREET	//

SUITE 300 WEST PALM BEACH, FL 33401 AUTHORIZED REPRESENTATIVE

CANCELLATION

ERIC COX/AGENT

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ACORD 25 (2010/05)

CERTIFICATE HOLDER

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TOTAL P.02