

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 22, 2015	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department
Submitted By: Community Services
Submitted For: Division of Senior Services

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I. EXECUTIVE BRIEF

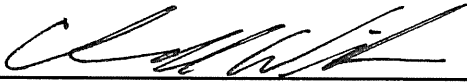

Motion and Title: Staff recommends motion to approve: Facility Use Agreement with the City of West Palm Beach, effective September 22, 2015, with no expiration date, to provide a congregate meal site for the elderly at the Gloria Y. Williams Multi-Cultural Center.

Summary: The Division of Senior Services (DOSS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites. This agreement enables DOSS to operate a congregate meal site for the elderly at no cost to the County for space or energy usage. The City of West Palm Beach at the Gloria Y. Williams Multi-Cultural Center (Center) provides meals at the site to elderly participants who require meals. The Center will recruit volunteers to operate the congregate meal site. DOSS will 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 total cost of meals will be \$9,266 funded under the OAA grant in the amount of \$8,339 (90%) and \$927 (10%) in County match funds. This is the first year that DOSS contracts with the City of West Palm Beach to serve congregate meals at the Gloria Y. Williams Multi-Cultural Center. Sufficient funding is included in the current and proposed FY2016 budgets to meet County obligations. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (HH)

Background and Justification: In accordance with OAA, DOSS operates congregate meal sites to provide effective delivery of nutritious meals to low income, socially isolated elders to improve their quality of life and productivity.

Attachments: Facility Use Agreement

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Recommended By:		<u>9/2/15</u>
	Department Director	Date
Approved By:		<u>9-15-15</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	228	9,038			
External Revenue	(206)	(8,133)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	22	905			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:


Fund 1006 Dept 144 Unit 1458 Object 3419 Program Code Var. Program Period Var.

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

No fiscal impact for use of facility. Pending meal costs below:

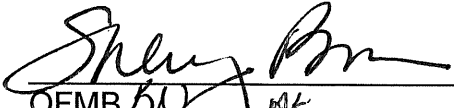

	<u> C-1 </u>
Federal Funds (90%)	\$8,339
County Match (10%)	\$ <u> 927 </u>
Total	\$9,266

C. Departmental Fiscal Review:

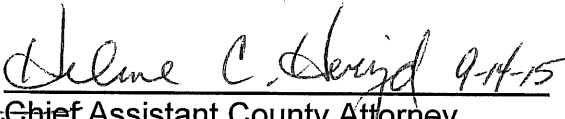

Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 
OFMB 9/2 NK 9/2/15 Contract Development and Control 9-8-15 B. Wheeler

B. Legal Sufficiency:

 9-14-15
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

FACILITY USE AGREEMENT

This Agreement is made as of the _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of West Palm Beach, a Florida municipal corporation, authorized to do business in the State of Florida, hereinafter referred to as the MUNICIPALITY.

In consideration of the *mutual* promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

WITNESETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the MUNICIPALITY and COUNTY have recognized the need for a congregate dining site in the City of West Palm Beach; and

WHEREAS, the MUNICIPALITY owns and operates the Gloria Y. Williams Multi-Cultural Center located at 501 21st Street, West Palm Beach, FL 33407 ("Facility"); and

WHEREAS, the MUNICIPALITY desires to make the Facility available as a congregate dining site for the elderly; and

WHEREAS, the COUNTY operates congregate dining sites in Palm Beach County and is willing to provide such services at the Facility; and

WHEREAS, the MUNICIPALITY is willing to provide the Facility at no cost to the County; and
NOW THEREFORE, in consideration of the mutual covenant and promises as hereinafter set forth, the parties agree as follows:

ARTICLE 1- AGREEMENT:

The MUNICIPALITY agrees to provide, at no charge, the facility for a congregate dining site for the elderly on Mondays, Wednesdays, and Fridays from 10:30 a.m. to 2:30 p.m., excluding county holidays identified in Exhibit B, and as described in the Scope of Work attached as Exhibit "A". The Facility shall be operated by the COUNTY in accordance with Exhibit "A".

ARTICLE - 2 – LIABILITY and SOVEREIGN IMMUNITY:

The MUNICIPALITY and the COUNTY recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

ARTICLE – 3 – PERSONNEL:

The MUNICIPALITY agrees to provide volunteer management as outlined in Exhibit “A.”

ARTICLE – 4 – NON-DISCRIMINATION:

The MUNICIPALITY and COUNTY each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE – 5 – INSURANCE:

Without waiving the right to sovereign immunity as provided by *S.768.28 F.S.*, the COUNTY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The PARTIES acknowledges to be self-insured for Worker’s Compensation & Employer’s Liability insurance pursuant to Florida Statute, Chapter 440.

When requested, the PARTIES shall agree to provide a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which the PARTIES agree to recognize as acceptable for the above mentioned coverages.

ARTICLE – 6 – ENTIRETY OF CONTRACTUAL AGREEMENT:

The COUNTY and MUNICIPALITY 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 – 7 – 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 -8- DISCLOSURE AND OWNERSHIP OF DOCUMENTS:

Notwithstanding any other provision in this contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421- 2-440, as amended.

ARTICLE -9- EFFECTIVE TERM / TERMINATION:

This Agreement shall be effective on the later of the date executed by the MUNICIPALITY or the COUNTY with no fixed expiration date unless otherwise terminated by either party with or without cause or for its convenience upon thirty (30) days written notice to the other party.

ARTICLE-10 -ACCESS AND AUDITS:

The MUNICIPALITY 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 Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, 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 - 11 - 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 MUNICIPALITY shall be mailed to:

Geraldine Muoio, Mayor
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401

ARTICLE 12 - AVAILABILITY OF FUNDS:

This COUNTY’S performance and obligations to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE – 13 - FILING:

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller’s Office.

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 MUNICIPALITY have hereunto set their hand as the day of the year above written.

ATTEST:


SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

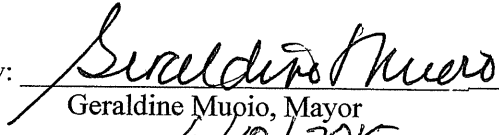
**PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS:**

By: _____
Shelley Vana, Mayor

ATTEST:

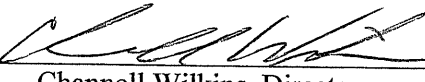
Office of the City Attorney
Approved as to form and legality
By: 

**CITY OF WEST PALM BEACH, FLORIDA
BY ITS CITY COMMISSION**

By: 
Geraldine Mupio, Mayor

Date: 6/10/2015

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Channell Wilkins, Director
Department of Community Services

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

EXHIBIT A

SCOPE OF WORK

The MUNICIPALITY shall provide facilities for a congregate dining site located at 501 21st Street, West Palm Beach, FL 33407 every Monday, Wednesday, and Friday from 10:30 a.m. to 2:30 p.m., excluding county holidays as detailed in Exhibit "B". The following provisions shall be rendered by the entity designated:

1. The meal site provided shall be handicapped accessible and have bathrooms handicapped accessible for all persons involved with the congregate meal program.
2. There shall be no cooking of food by the COUNTY at the aforementioned meal site.
3. The Kitchen facility provided by the MUNICIPALITY shall include the use of sinks with cold and hot running water capable of maintaining water temperature of 100 degrees, a refrigerator, capable of maintaining required food temperatures, and lockable storage facilities in or in close proximity to the kitchen of adequate size, as well as tables and chairs in the designated dining area. The MUNICIPALITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of said equipment.
4. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food prior to service. The MUNICIPALITY shall provide the correct electrical requirements for said hot-holding equipment.
5. All food 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.
6. 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.
7. The COUNTY shall be responsible to provide training to volunteers recruited to work at the meal site in topics that include at a minimum; site management, sanitation, food portioning, fire safety, and required paperwork. Staff and volunteers shall be trained prior to assuming food service assignments.
8. 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.
9. 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.
10. The COUNTY shall require a guaranteed number of volunteer employees present at each meal service in relative proportion to the number of meal recipient reservations.
11. The MUNICIPALITY shall be responsible for the recruitment of volunteers to work the meal site as well as the continued maintenance of a viable volunteer/substitute volunteer list. Failure to

supply an adequate number of volunteer workers may place continuation of the congregate meal program at risk.

12. The COUNTY reserves the right to excuse from service any volunteer that cannot reasonably complete duties as trained. The MUNICIPALITY shall be required to replace a dismissed volunteer in a reasonable amount of time. The COUNTY can provide support in a temporary capacity only for excused or absent volunteer workers.
13. The MUNICIPALITY shall engage in an active marketing program to attract meal program participants. A minimum of 15 program participants attending every meal service is required for continuance of the meal program. Continuance of attendee headcounts below 15 may require the cancellation of the congregate meal program at this facility.
14. The MUNICIPALITY shall provide meal site staff and volunteers with access to a telephone, fax machine, copier and computer for use while on site for meal site related activities.
15. The COUNTY and the MUNICIPALITY 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.
16. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program from the registered clients. The COUNTY shall have sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or MUNICIPALITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or MUNICIPALITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the MUNICIPALITY'S designated employee. The Contribution box shall be double locked on a daily basis until the COUNTY employee collects contributions.
17. The MUNICIPALITY shall be responsible for the safe storage on site of, as well as timely completion and submission of, the following program required documentation:

#	Name of Document	Due Dates
I	70IC Congregate Meals Assessment	Within 48 hours of new client meal attendance or 2 weeks of client anniversary date.
2	Meal Count Reservation for next meal service	By 1:00 P.M., for meal served at 12 P.M., and by 3:30 P.M., for meals served in the afternoon.
3	Weekly Attendance Rosters	Every Tuesday by 4:00 P.M.
4	Temperature Logs	Every Tuesday by 4:00 P.M.
5	Vendor Delivery Tickets	Every Tuesday by 4:00 P.M.
6	Nutrition Education Signature Sheets	By the 3 rd of each month for the preceding month
8	Supply Order	Notify COUNTY site manager by the 20 th of each month or as needed

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

The City of West Palm Beach



"The Capital City of the Palm Beaches"

*City of West Palm Beach
Finance Department
Risk Management Division
401 Clematis Street, 5th floor
West Palm Beach, FL 33401*

October 1, 2014

Re: Certificate of Self-Insurance
City of West Palm beach, FL

Without waiving the right to sovereign immunity as provided by FL Statutes Section 768.28, this acknowledges that the City of West Palm Beach is self-insured for General Liability and Automobile liability with coverage limits of \$200,000 per person and \$300,000 per occurrence. The city is also self-insured for Workers Compensation and Employer's Liability insurance in accordance with FL Statutes, Chapter 440. Additionally, the City is self-insured for physical damage to any property leased or rented.

The City carries an excess liability policy. Please feel free to contact me with any questions you may have at 561-494-1130 or 1135.

Regards,


Kathy Stakermann
Risk Manager

"An Equal Opportunity Employer"