

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 12, 2017	<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: Use of Facility Agreement with the City of South Bay, for the period September 12, 2017, through September 11, 2018, with automatic renewals for two (2) additional, consecutive terms of one (1) year each with no renewal term extending beyond September 12, 2020, to provide a congregate meal site for the elderly at the City of South Bay Tanner Park Community 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 South Bay (the City) provides meals at the site to elderly participants who require meals. The City 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 the meals is \$10,503, and will be funded under the OAA grant in the amount of \$9,453 (90%) and \$1,050 (10%) in County match. Sufficient funding is included in the current and proposed FY 2018 budgets to meet County obligations. Funding for remaining two years will be subject to BCC approval and grant. The areas of service include all of the districts, excluding portions of Districts 3, 4, 5 and 7 south of Hypoluxo Rd. The Mae Volen Senior Center, Inc. is responsible for providing services in the areas south of Hypoluxo Rd. (Division of Senior Services) Countywide, except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (HH)

Background and Justification: In 2006 DOSS began contracting with the City to serve congregate meals. OAA is a federal program initiative providing assistance to seniors and caregivers which improves their quality of life, preserves their independence and delays costly institutional care. 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: Use of Facility Agreement

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Recommended By:		8/22/17
	Department Director	Date

Approved By:		9/6/17
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	4,376	6,127			
External Revenue	(3,939)	(5,514)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	437	613			

# 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%)	\$ 9,453
County Match (10%)	\$ <u>1,050</u>
Total	\$10,503

C. Departmental Fiscal Review:

Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Lisa Ponz 8/25/17
OFMB KP 03
8/23 8/23

J. S. Jacobson 9/6/17
Contract Development and Control
9/6/17 @

B. Legal Sufficiency:

Helene Cottrill
Assistant County Attorney

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 _____, 2017 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and THE CITY OF SOUTH BAY, a body of city government authorized to do business in the State of Florida, whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and whose Federal Tax ID Number is 59-6000429, hereinafter referred to as the FACILITY.

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

ARTICLE 1 - SERVICES

The FACILITY'S responsibility under this Agreement is to provide, at no charge, the facility located at THE TANNER PARK COMMUNITY CENTER, 105 E Palm Beach Road, South Bay, FL 33493 for a congregate dining site and to provide volunteer management as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be FAITH MANFRA, telephone no. (561) 355-4753.

The FACILITY'S representative/liaison during the performance of this Agreement shall be LEONDRAE D. CAMEL, telephone no. (561) 996-6751.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This agreement shall become effective when signed by all parties and approved by The Palm Beach County Board of County Commissioners. The term of this agreement shall be for a period of one (1) year, commencing on September 12, 2017, and terminating on September 11, 2018, ("Initial Term"), unless sooner terminated as provided for herein.

Provided FACILITY is not in default of any of the terms and conditions of this agreement, this agreement shall be automatically renewed for two (2) additional, consecutive terms of one (1) year each ("Renewal Term"); provided however, that either party may elect to not renew this agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except that no Renewal Term shall extend beyond September 12, 2020. In the event either party elects not to renew this agreement at the end of the Initial Term or any subsequent Renewal Term, this agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and FACILITY shall have no further rights hereunder.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 – USE OF FACILITY

The FACILITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the County to the FACILITY.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the FACILITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the FACILITY. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the FACILITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The FACILITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the FACILITY or under its supervision, and all personnel (and all volunteers) engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the FACILITY's key personnel (and all volunteers), as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The FACILITY's warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the FACILITY's personnel (and all volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent FACILITY is not self-insured, the following shall apply:

- A. FACILITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. FACILITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by FACILITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FACILITY under the Agreement.
- B. **Commercial General Liability** FACILITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. FACILITY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** FACILITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. FACILITY shall provide this coverage on a primary basis.
- D. **Professional Liability** FACILITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of FACILITY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, FACILITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, FACILITY shall purchase a SERP with a minimum reporting period not less than 3 years. FACILITY shall provide this coverage on a primary basis.
- Additional Insured** FACILITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." FACILITY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** FACILITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then FACILITY shall agree 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 specifically prohibits such an endorsement, or which voids coverage should FACILITY enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Agreement, FACILITY shall deliver

to the COUNTY’S representative as identified in Article 23 a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o Community Services Department
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- G. **Umbrella or Excess Liability** If necessary, FACILITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 8 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless FACILITY against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and FACILITY shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of FACILITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the FACILITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the FACILITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 10 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or FACILITY.

ARTICLE 11 - CONFLICT OF INTEREST

The FACILITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The FACILITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The FACILITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the FACILITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FACILITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the FACILITY. The COUNTY agrees to notify the FACILITY of its opinion by certified mail within thirty (30) days of receipt of notification by the FACILITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FACILITY, the COUNTY shall so state in the notification and the FACILITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the FACILITY under the terms of this Agreement.

ARTICLE 12 - EXCUSABLE DELAYS

The FACILITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the FACILITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the FACILITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the FACILITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The FACILITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgement, lien, or any form of indebtedness. The FACILITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the FACILITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent

unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, 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 15 - INDEPENDENT AGREEMENTOR RELATIONSHIP

The FACILITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the FACILITY'S sole direction, supervision, and control. The FACILITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FACILITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The FACILITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - CONTINGENT FEES

The FACILITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FACILITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FACILITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 - ACCESS AND AUDITS

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 FACILITY'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 Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the FACILITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 18 - NONDISCRIMINATION

The FACILITY 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.

FACILITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the FACILITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FACILITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 19 - AUTHORITY TO PRACTICE

The FACILITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the FACILITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 22 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FACILITY of the COUNTY'S notification of a contemplated change, the FACILITY shall, in writing and advise the COUNTY if the contemplated change shall affect the FACILITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the FACILITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

DOSS CONGREGATE MEAL SITE

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the FACILITY shall not commence work on any such change until such written amendment is signed by the FACILITY and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Faith Manfra, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the FACILITY, notices shall be addressed to:

City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

ARTICLE 24 - ENTIRETY OF AGREEMENT

The COUNTY and the FACILITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings 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 in accordance with Article 22-Modifications of Work.

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

If FACILITY'S employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the FACILITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The FACILITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the FACILITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

The FACILITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FACILITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 27 - SCRUTINIZED COMPANIES (when Agreement value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the FACILITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by FACILITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 28 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The FACILITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The FACILITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the FACILITY does not transfer the records to the public agency.

DOSS CONGREGATE MEAL SITE

- D. Upon completion of the Agreement the FACILITY shall transfer, at no cost to the County, all public records in possession of the FACILITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the FACILITY transfers all public records to the County upon completion of the Agreement, the FACILITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FACILITY keeps and maintains public records upon completion of the Agreement, the FACILITY shall meet all applicable requirements for retaining public records. All records stored electronically by the FACILITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the FACILITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FACILITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of page intentionally left blank.

DOSS CONGREGATE MEAL SITE

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:**

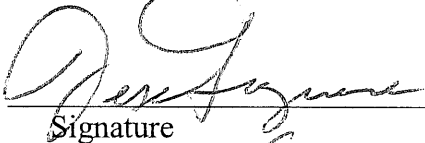
SHARON R. BOCK, Clerk and Comptroller

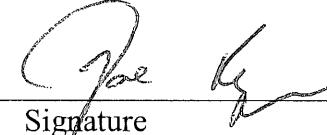
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor


WITNESS:

FACILITY:

By:  _____
Signature
Jessica Figueroa
Name (Type or Print)

By:  _____
Signature
Joe Kyles, Mayor
05/23/17
Date

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
James Green, Director
Community Services

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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 shall provide space for a congregate dining site located at The Tanner Park Community Center, 105 E Palm Beach Road, South Bay, FL 33493 on the following days of the week Monday through Friday from the time 11 a.m. to 1 p.m., excluding county holidays as detailed in Exhibit "B". The following provisions shall be rendered by the FACILITY:

1. A meal site space, which includes bathrooms that shall be handicapped accessible.
2. There shall be no cooking of food by the COUNTY at the aforementioned meal site.
3. The kitchen provided by the FACILITY shall include the use of:
 - a. a sink with cold and hot running water capable of maintaining water temperature of 100 degrees,
 - b. a refrigerator capable of maintaining required food temperatures,
 - c. a lockable storage closet/pantry in or in close proximity to the kitchen of adequate size for all program supplies needed, and
 - d. tables and chairs in the designated dining area.
4. The FACILITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of said equipment.
5. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food prior to service.
6. The FACILITY shall provide the correct electrical requirements for said hot-holding equipment.
7. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.
8. 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.

DOSS CONGREGATE MEAL SITE

9. 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.
10. The COUNTY shall monitor the meal site periodically in regard to compliance with Older American's Act (OAA) grant standards, assemble and direct a site Advisory Council and conduct a client satisfaction survey once annually.
11. The COUNTY shall provide nutrition education, planned by the COUNTY's registered dietitian, at least once monthly and nutrition counseling, conducted by the COUNTY's registered dietitian, as needed.
12. The COUNTY requires a guaranteed number of volunteer employees present at each meal service in relative proportion to the number of meal recipient reservations.
13. The FACILITY shall be responsible for 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 will place continuation of the congregate meal program at risk.**
14. The COUNTY reserves the right to excuse from service any volunteer that cannot reasonably complete duties as trained or creates a hostile environment for others.
15. The FACILITY shall be required to replace a dismissed volunteer in a reasonable amount of time. The FACILITY will provide meal service support on a limited, temporary capacity only for excused or absent volunteer workers.
16. The FACILITY shall engage in an active marketing program to attract meal program participants. A minimum of 15 program participants attending 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 facility.
17. The FACILITY shall provide meal site staff and volunteers with access to:
 - a. a telephone,
 - b. fax machine,
 - c. copier, and
 - d. computer for use while on site for meal site related activities.
18. The FACILITY shall be responsible for the safe storage on site of all program related documents.
19. 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.

DOSS CONGREGATE MEAL SITE

20. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program from registered clients. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or FACILITY 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 FACILITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the FACILITY'S designated employee. The Contribution box shall be double locked on a daily basis until the COUNTY employee collects contributions.

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

Michelle Jones T.

From: Jackie Binns A.
Sent: Wednesday, August 09, 2017 3:20 PM
To: Michelle Jones T.
Subject: City of South Bay/ Use of Facility---end data from MFP11599569 08/09/2017 11:48
Attachments: DOC080917.pdf

Michelle,

This will work. Language and insurance are approved.

Jackie

Jacqueline Binns, ARM-P
Property & Casualty Insurance and Claims Manager Palm Beach County Risk Management Division
100 Australian Av, Suite 200
West Palm Beach, FL 33406
jbinns@pbcgov.org
(561) 233-5422

-----Original Message-----
From: Michelle Jones T.
Sent: Wednesday, August 09, 2017 12:54 PM
To: Jackie Binns A. <JBinns@pbcgov.org>
Subject: FW: Send data from MFP11599569 08/09/2017 11:48

Hi Jackie,

I've attached the Use of Facility Agreement and COI with The City of South Bay. Please advise if this is sufficient and therefore compliant. :-)

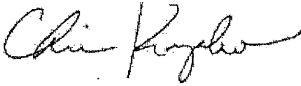
Thanks.

Happy Wednesday!!

Michelle
561-355-4749
561-242-6829 fax

Helping People Build Better Communities!

-----Original Message-----
From: toshiba copier [mailto:tbs.fl.ga@gmail.com]
Sent: Wednesday, August 09, 2017 11:48 AM
To: Michelle Jones T. <Mtjones@pbcgov.org>
Subject: Send data from MFP11599569 08/09/2017 11:48

CERTIFICATE OF COVERAGE		
Certificate Holder PALM BEACH COUNTY C/O COMMUNITY SERVICES DEPARTMENT DIVISION OF SENIOR SERVICES 810 DATURA STREET, SUITE 300 WEST PALM BEACH, FL 334401		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065 Issue Date 5/26/17
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT		
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0553	COVERAGE PERIOD: FROM 10/1/16	COVERAGE PERIOD: TO 10/1/17 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$2,500 Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input checked="" type="checkbox"/> Personal Property <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$1,000 <input checked="" type="checkbox"/> Coinsurance 80% <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input checked="" type="checkbox"/> Deductible 2,500 <input type="checkbox"/> SIR Deductible N/A
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment		
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
Description of Operations/Locations/Vehicles/Special Items RE: Coverage Verification		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
Designated Member City of South Bay 335 SW 2nd Avenue South Bay FL 33493		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE

RESOLUTION 82-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") previously entered into an agreement with Palm Beach County Division of Senior Services on June 6, 2006 for the provision of a congregate dining site for elderly persons at the Tanner Park Community Center effective June 12, 2006; and

WHEREAS, Palm Beach County ("County") currently operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line and such sites are located in residences for the elderly, community centers and senior centers at no charge to County for use of the facilities; and

WHEREAS, the parties agree that the City will provide free space for a congregate dining site located at the Tanner Park Community Center from Monday through Friday between the hours of 11 a.m. to 1 p.m., excluding certain county holidays and further provide volunteer management services; and

WHEREAS, the new Facility Use Agreement between the parties sets forth a term period of one (1) year, upon execution, to be automatically renewed for two (2) additional, consecutive terms of one (1) year and not to extend beyond the year 2020; and

WHEREAS, execution of the 2017 Agreement, attached hereto as Exhibit "A", for the provision of a congregate dining site for elderly persons at Tanner Park Community Center is in the best interests of the residents of the City.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Facilities Use Agreement between the City of South Bay and Palm Beach County for the provision of a congregate dining site for elderly persons through the Division of Senior Services, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 16th day of May 2017.



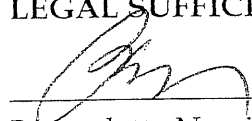
Joe Kyles, Mayor

Attested

By: 

Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Week, Esquire
City Attorney

Moved by: Commissioner Berry

Seconded by: Commissioner Scott

VOTE:

Commissioner Berry

✓ (Yes)

_____ (No)

Commissioner Scott

✓ (Yes)

_____ (No)

Commissioner McKelvin

✓ (Yes)

_____ (No)

Vice-Mayor Wilson

✓ (Yes)

_____ (No)

Mayor Kyles

✓ (Yes)

_____ (No)