

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 18, 2021      Consent      Regular  
     Ordinance      Public Hearing

Department  
 Submitted By: Community Services  
 Submitted For: Community Services

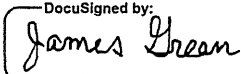
I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** Amendment No. 1 to Contract for Provision of Services with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) (R2020-0955), for the period June 1, 2020 through December 30, 2020, to decrease the contract amount by \$1,400,000, for a new not-to-exceed total amount of \$1,700,000, to provide emergency food distribution to Palm Beach County seniors experiencing crisis as a result of COVID-19.

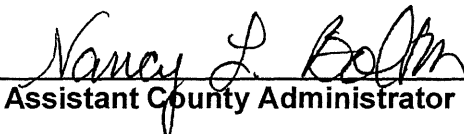
**Summary:** AAA worked in partnership with the Palm Beach County Division of Senior and Veteran Services (DSVS) and The Mae Volen Center, Inc. to address food insecurities of seniors impacted by the COVID-19 pandemic. Amendment No. 1 was necessary in order to decrease funding based on the agency’s projections. The Coronavirus Aid, Relief and Economic Security (CARES) funds were reallocated to other contracts that focused on emergency food distribution to offset the impact of COVID-19. AAA coordinated food production, and delivery (including home delivery) and pick up of meal packages. To date, AAA has provided more than 30,000 meals to Palm Beach County seniors. The Director of Purchasing has authority to execute these contracts pursuant to Section 2-54(f)(4), Palm Beach County Code. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. **No County funding required.** (Community Services) Countywide (HH)

**Background and Justification:** On May 15, 2020, the Board of County Commissioners allocated Coronavirus Aid, Relief, and Economic Security Act funding to the Community Services Department to provide emergency food distribution to offset the impact of COVID-19 on Palm Beach County seniors. The County allocated a portion of this funding to engage nonprofit agencies to assist with providing food to seniors. The contract includes the following safeguards to protect the County: insurance coverage is mandatory, funds are paid on a unit cost equal to a unique client assistance, and the funds cannot be used to initiate or to pursue litigation against the County.

**Attachments:** Amendment 1 to Contract for Provision of Services with AAA

DocuSigned by:  
 4/21/2021  
 BE34FF22BEDE492

Recommended By: \_\_\_\_\_ Date \_\_\_\_\_  
 Department Director

Approved By:  Date 4/30/2021  
 Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	1,700,000				
External Revenue	(1,700,000)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes X No \_\_\_\_\_

Budget Account No.:  
 Fund 1160 Dept 140 Unit CV02 Object 3419 Program Code N/A Program Period N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Funding source is Federal. Unspent funds were swept and used for other COVID purposes. **No County funding required.**


**C. Departmental Fiscal Review:**   
 Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

 4/23/21  
 OFMB 4-23-21  
 4-21-21 TM  
 Contract Development and Control

**B. Legal Sufficiency:**

 4/28/21 For Helene Hvizal  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

AMENDMENT 1

AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES (R2020-0955) made and entered into at West Palm Beach Florida, on this 25<sup>th</sup> day of August, 2020 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 Area Agency on Aging of Palm Beach/Treasure Coast, Inc. referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0087858**.

WITNESSETH:

WHEREAS, the above named parties entered into an Agreement on August 25, 2020 (R2020-0955) ("Contract", to provide Emergency Food Distribution to Palm Beach County seniors experiencing crisis as a result of COVID-19 in an amount not to exceed \$3,100,000; and

WHEREAS, the need exists to amend the Contract in order to decrease funding in FY21, replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation, and add Article 52 – E-Verify Employment Eligibility.

NOW THEREFORE, the above named parties hereby mutually agree that the Agreement entered into on August 25, 2020, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the Contract.
- II. Exhibit "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY** shall be replaced in its entirety with the following:

**The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of ONE MILLION, SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000).**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B1** for services rendered toward the completion of the Scope of Work.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following

the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

**Final Invoice:** In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

IV. **New Article 52– E-VERIFY – EMPLOYMENT ELIGIBILITY**  
is added to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.


*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*

**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the AGENCY have executed this Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA OF ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

BY   
Kathleen M. Scarlett, Director, Purchasing

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

DocuSigned by:  
  
804811B22F6B464...  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

DocuSigned by:  
  
1459E4101F1049C...  
Taruna Malhotra, Assistant Director  
Community Services Department

**IN WITNESS**

WHEREOF the COUNTY and AGENCY have executed this Amendment on the day and year above written.

AGENCY:

**Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**

**AGENCY'S Name Typed**

DocuSigned by:  
*Dwight D. Chenette*  
BEFA49A5D8A348A

**AGENCY'S Signatory**

Dwight D. Chenette

**AGENCY'S Signatory Name Typed**

**UNITS OF SERVICE RATE AND DEFINITION**

The cost of the meal pack is \$74.00 and an additional \$5.60 delivery fee per meal pack. The delivery is handled by 3 parties: Jack Scalisi Produce, DOSS and Volen. The all-inclusive rate for a 7-day meal pack with 14 meals is \$79.60.

Too Jay's 7 day Meal Pack: \$74.00  
Delivery: \$5.60

Total not-to-exceed: \$1,700,000





**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX0000995	Area Agency On Aging Of PB And TC, Inc.		Compliant					005-01	COVID 19 - Meal Delivery
		Ag , VII	Alliance of Nonprofits for Insurance, Risk Retenti	202032674	7/7/2020	7/7/2021	Excess Liability		
		Ag , VII	Alliance of Nonprofits for Insurance, Risk Retenti	202032674	7/7/2020	7/7/2021	General Liability		
		Ag , VII	Alliance of Nonprofits for Insurance, Risk Retenti	202032674	7/7/2020	7/7/2021	Professional Liability		
		A , XII	Insurance Company of the West	wf1505836100	1/1/2021	1/1/2022	Workers Comp		

**Risk Profile :** Standard - Professional Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**