

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 21, 2023 Consent Regular
 Ordinance Public Hearing

Department

Submitted by: Community Services

Submitted for: Division of Senior and Veteran Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Use of Facility Agreement for Government Entities with the City of Greenacres, at no cost to the County, for the five (5) year period November 21, 2023 through November 20, 2029, to provide a congregate meal site for seniors at the Greenacres Community Center; and

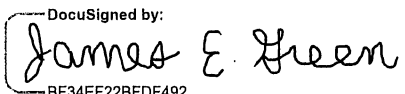
B) a Use of Facility Agreement for Non-Government Entities with Lubavitch of West Palm Beach, Inc., at no cost to the County, for the five (5) year period November 21, 2023 through November 20, 2023, to provide a congregate meal site for seniors at the Chabad of West Palm Beach.

Summary: The Division of Senior and Veteran Services (DSVS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites. These agreements enable DSVS to operate a congregate meal site at no cost for the space and energy usage. The City of Greenacres and Lubavitch of West Palm Beach, Inc. will recruit volunteers to operate the congregate meal sites. DSVS will provide training for the volunteers. Meals and necessary food related services and supplies are furnished by the County through its designated food service vendor, subject to the availability of funds. The City of Greenacres will serve approximately 30 seniors with approximately 3,300 lunch meals annually. The estimated total cost of the meals is \$17,127 and is funded under OAA in the amount of \$15,414 (90%) and \$1,712 (10%) in County match, which is included in the current budget. Lubavitch of West Palm Beach, Inc. will serve approximately 30 seniors with approximately 3,300 lunch meals annually. The estimated total cost of the meals is \$72,600 and is funded under OAA in the amount of \$65,340 (90%) and \$7,260 (10%) in County match, which is included in the current budget. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service exclude portions of Districts 2, 4, 5 and 7 south of Hypoluxo Road. The Mae Volen Center, Inc. is responsible for providing services in the excluded areas. **No additional County match is required.** (Division of Senior and Veteran Services) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (HH)

Background and Justification: In accordance with the OAA, the DSVS operates congregate meal sites to provide nutritious meals to low-income, socially isolated seniors to improve their quality of life and productivity.

Attachments:

1. Use of Facility Agreement with the City of Greenacres
2. Use of Facility Agreement with Lubavitch of West Palm Beach, Inc.

Recommended by:  10/25/2023
Department Director Date

Approved by:  11/7/2023
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	83,994	89,727	89,727	89,727	89,727
External Revenue	(75,595)	(80,754)	(80,754)	(80,754)	(80,754)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	8,399	8,973	8,973	8,973	8,973

# 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
 Does this item include the use of state funds? Yes No X

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:

Source	Program	Duration	Target Demographics	Total Cost per senior:	Type of Services	Annual Cost
OAA	Congregate Meal Sites:	5 years	Approximately 60 Seniors	\$1,495 per senior annually	6,600 lunch meals annually	\$89,727

C1

Federal Funds (90%) \$398,611
 County Match (10%) \$ 44,291
Total \$442,902


DocuSigned by:


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C. Departmental Fiscal Review: _____
 Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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


 OFMB 11/21/23
 JA 11/25


 Contract Development and Control
 7/6 11/1/23

B. Legal Sufficiency:


 Assistant County Attorney
 11-6-23

C. Other Department Review:

 Department Director

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

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

This Agreement is made as of the _____ day of _____, 202_ 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 Greenacres, a Florida municipal corporation, hereinafter referred to as the FACILITY, whose Federal I.D. is 59-0977961.

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, adequate space within the facility located at the Greenacres Community Center, located at 501 Swain Blvd., Greenacres, FL 33463 for a congregate dining site and to provide meal site staff 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 Susan Koester, telephone no. (561) 355-4757.

The FACILITY'S representative/liaison during the performance of this Agreement shall be Michele Thompson, telephone no. (561) 642-2180.

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 three (3) years, commencing on the effective date, and continuing for three (3) years thereafter, ("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 five (5) years from the effective date.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term by providing the notice required herein, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and the 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 rent or other payment by the County for the use of the facility to the FACILITY.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY upon thirty (30) days prior written notice to the COUNTY 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 cause upon five (5) business days written notice to the FACILITY or without cause upon ten (10) business days written notice to the FACILITY. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the FACILITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts 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 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.

The FACILITY 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 (including subcontractors and staff/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. **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.
- E. **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

- F. **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.
- G. **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.
- H. **Applicability as to COUNTY**. The COUNTY shall comply with all of the foregoing insurance requirements including, but not limited to, the waiver of subrogation provision due to the COUNTY's provision of materials and meals to the FACILITY under this Agreement.

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

FACILITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

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 CONTRACTOR 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 FACILITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 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 COUNTY is committed to assuring equal opportunity in the award of agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the FACILITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the FACILITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the FACILITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the FACILITY retaliate against any person for reporting instances of such discrimination. The FACILITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The FACILITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. FACILITY shall include this language in its subcontracts.

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.

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:

Susan Koester, Nutrition Coordinator
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:

Michele Thompson, Director
City of Greenacres - Community & Recreation Services Department
501 Swain Blvd.
Greenacres, FL 33463

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.

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

The FACILITY and its employees, volunteers, or subcontractors of the FACILITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R-2013-1470 and R-2105-0572, as amended. The FACILITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FACILITY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the FACILITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The FACILITY shall make every effort to collect the badges of its employees and its subcontractor’s employees upon conclusion of the Agreement and return them to the COUNTY. If the FACILITY or its subcontractor(s) terminates an employee who has been issued a badge, the FACILITY must notify the COUNTY within two (2) hours. At the time of termination, the FACILITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the FACILITY if the FACILITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated FACILITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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

- A. 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if FACILITY is found to have been placed on the Scrutinized Companies that Boycott Israel list or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

- B. **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 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 Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 28 - PUBLIC RECORDS

Both parties are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. 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.
- 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.

ARTICLE 29 - COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. FACILITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 30 - E-VERIFY - EMPLOYMENT ELIGIBILITY

FACILITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FACILITY's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

FACILITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. FACILITY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that FACILITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FACILITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FACILITY to terminate its contract with the subconsultant and FACILITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, FACILITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, FACILITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and FACILITY has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

CLERK of the CIRCUIT COURT
& COMPTROLLER

By: _____
Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: Helene Caskey
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: James E. Heem
Department Director

WITNESS:

FACILITY: CITY OF GREENACRES

[Signature]
Signature

Joel Flores
Name

Quintella Moxer
Name (type or print)

[Signature]
Signature

[Signature]
Signature

Mayor
Title

Nicole L-Gold
Name (type or print)

EXHIBIT "A"
SCOPE OF WORK

The COUNTY operates congregate meal sites for qualifying seniors in locations 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 501 Swain Blvd., Greenacres, FL 33463 on the following days of the week, Monday – Friday, excluding county holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the FACILITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging of the Palm Beaches and Treasure Coast when marketing and/or publicizing the meal site.

- I. The following provisions shall be rendered by the FACILITY:
- A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.
 - B. Bathrooms close to dining room that shall be handicapped accessible.
 - C. Telephone for county employee to utilize when necessary.
 - D. A kitchen/ kitchenette space that includes:
 - 1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
 - 2) A refrigerator capable of maintaining required cold food temperatures.
 - 3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
 - 4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.
 - E. The FACILITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.
 - F. The FACILITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.

- G. The FACILITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.
- H. The FACILITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**
- I. The FACILITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at facility.**
- J. The FACILITY shall be responsible for accurate and timely submission of program-required paperwork, including but not limited to the taking and documentation of food temperatures at delivery and service time, the daily recording of site refrigerator internal temperatures and completion of daily attendance rosters.
- K. The FACILITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants on-site during hours of operation. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed Division of Senior Services (DOSS) training and passed the necessary background screening contained in s.430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a FACILITY staff member, the FACILITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing the Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.
- L. The FACILITY shall be responsible for providing to the designated COUNTY representative/liaison each of the following for their FACILITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (**ATTACHMENT 1**), and 2) Level II Background Screening results and updates as applicable.
- M. The FACILITY shall be responsible for accurate and timely submission of program-required paperwork, including but not limited to the taking and documentation of

food temperatures at delivery and service time, the daily recording of site refrigerator internal temperatures and completion of daily attendance rosters

II. The following provisions shall be rendered by the COUNTY:

- A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food.
- B. 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.
- C. 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.
- D. The COUNTY shall be responsible for conducting, maintaining and covering the cost of Level II background screenings for volunteers designated to conduct client Nutrition Assessments. Volunteers selected to complete Nutrition Assessments should commit to a volunteer period of no less than six (6) months.
- E. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in s. 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.
- F. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.
- G. The COUNTY shall monitor the meal site periodically in regard to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.
- H. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a Nutrition Assessment.
- I. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the Congregate Meal Program. 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 a 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 kept locked until said time that a COUNTY employee collects contributions.

Remainder of page intentionally left blank.

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)
 - Juneteenth (third Monday in June)
 - 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

ATTACHMENT 1



BACKGROUND SCREENING

Affidavit of Compliance - Employee

AUTHORITY: This form is required of all employees who are direct service providers when claiming an exception to Level 2 background screening set forth in sections 430.0402(2) and (3), Florida Statutes, or to comply with the attestation requirements set forth in section 435.05(2), Florida Statutes.

This form may be used by **all employees** to comply with:

- The attestation requirement of **section 435.05(2), Florida Statutes**, which states that "every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer;" **AND**
- The proof of screening within the previous 5 years in **section 408.809(2), Florida Statutes**, which requires proof of compliance with Level 2 screening standards that have been screened through the *Care Provider Background Screening Clearinghouse* created under **section 435.12, Florida Statutes**, or screened within the previous 5 years by the Agency, Department of Health, Department of Elder Affairs, the Agency for Persons with Disabilities, Department of Children and Families, or the Department of Financial Services for an applicant for a certificate of authority to operate a continuing Care retirement community under **Chapter 651, Florida Statutes**, if that agency is not currently implemented in the Care Provider Background Screening Clearinghouse.

This form must be maintained in the employee's personnel file. If this form is used as proof of screening for an administrator or chief financial officer to satisfy the requirements of an **application for a health care provider license**, please attach a copy of the screening results and submit the licensure application.

The term "employee" as used herein refers collectively to **all persons** required by law to undergo

background screening. This includes, but is not limited to, persons who are determined to be a direct service provider. A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services and has access to the client's living areas, funds, personal property, or personal identification information as defined in F.S. 817.568, Florida Statutes. A direct service provider also includes coordinators, managers, and supervisors of residential facilities and volunteers.

Personal identification information defined in F.S. 817.568(1)(f), F.S. means "any name or number that may be used, alone or in conjunction with any other information, to identify a specific individual, including any:

1. Name, postal or electronic mail address, telephone number, social security number, date of birth, mother's maiden name, official state-issued or United States-issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, Medicaid or food assistance account number, bank account number, credit or debit card number, or personal identification number or code assigned to the holder of a debit card by the issuer to permit authorized electronic use of such card;
2. Unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation;
3. Unique electronic identification number, address, or routing code;
4. Medical records;
5. Telecommunication identifying information or access device; or
6. Other number or information that can be used to access a person's financial resources."

EMPLOYER: IF AN EMPLOYEE IS DETERMINED TO BE A DIRECT SERVICE PROVIDER, THIS COMPLETED FORM MUST BE RETAINED IN THE EMPLOYEE'S FILE. IF AN EXCEPTION TO BACKGROUND SCREENING IS CLAIMED, A COPY OF THE REQUIRED EVIDENCE MUST BE

STEP ONE: Complete identification information.

_____	_____
Employee	Position Applied
_____	_____
Employee	

STEP TWO: The employee must review the following list of disqualifying offenses set forth in Chapters 430 and 435, Florida Statutes.

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

Criminal offenses listed in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, relating to murder.
- (e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, relating to vehicular homicide.
- (g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, relating to kidnapping.
- (l) Section 787.02, relating to false imprisonment.
- (m) Section 787.025, relating to luring or enticing a child.
- (n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, relating to sexual battery.
- (s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, relating to prostitution.
- (v) Section 798.02, relating to lewd and lascivious behavior.
- (w) Chapter 800, relating to lewdness and indecent exposure.
- (x) Section 806.01, relating to arson.
- (y) Section 810.02, relating to burglary.
- (z) Section 810.14, relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(gg) Section 826.04, relating to incest.

(hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(ii) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(jj) Former s. 827.05, relating to negligent treatment of children.

(kk) Section 827.071, relating to sexual performance by a child.

(ll) Section 843.01, relating to resisting arrest with violence.

(mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(nn) Section 843.12, relating to aiding in an escape.

(oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(pp) Chapter 847, relating to obscene literature.

(qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.

(rr) Chapter 893, relating to drug abuse prevention and control to include the use, possession, sale, or manufacturing of illegal drugs, only if the offense was a felony or if any other person involved in the offense was a minor.

(ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(uu) Section 944.40, relating to escape.

(vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(ww) Section 944.47, relating to introduction of contraband into a correctional facility.

(xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(yy) Section 985.711, relating to contraband introduced into detention facilities.

(ZZ) Section 741.28 relating to domestic violence.

Criminal offenses found in section 430.0402, F.S.

(a) Section 409.920, relating to Medicaid provider fraud.

(b) Section 409.9201, relating to Medicaid fraud.

(c) Section 741.28, relating to domestic violence.

(d) Section 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.

(e) Section 817.234, relating to false and fraudulent insurance claims.

(f) Section 817.505, relating to patient brokering.

(g) Section 817.568, relating to criminal use of personal identification information.

(h) Section 817.60, relating to obtaining a credit card through fraudulent means.

(i) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.

(j) Section 831.01, relating to forgery.

(k) Section 831.02, relating to uttering forged instruments.

(l) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.

(m) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

Criminal offenses found in other sections.

(n) Section 775.21, sexual predator.

(o) Section 775.261, Career offender.

(p) Section 943.0435, Sexual offender; unless the requirement to register as a sexual offender has been removed pursuant to section 943.04354.

I have been granted an Exemption from Disqualification through the Agency for Healthcare Administration (AHCA)

Date of Decision: _____

I have been granted an Exemption from Disqualification through the Florida Department of Health.

Date of Decision: _____

**** A copy of the Exemption from Disqualification decision letter must be attached****

If you are also using this form to provide evidence of prior Level 2 screening (fingerprinting) in the last 5 years and have not been unemployed for more than 90 days, please provide the following information. **A copy of the prior screening results must be attached.**

Purpose of Prior Screening: _____

Screening Conducted by: _____ Date of Prior Screening: _____

Agency for Healthcare

Department of Elder

Department of Health

Department of Financial Services

Agency for Persons with

Department of Children and Family Services

DOSS CONGREGATE MEAL SITE

STEP THREE: The employee must complete this section if claiming an exception to level 2 background screening conducted by the Department of Elder Affairs. If not claiming an exception, then skip to Step Four.

If you are claiming that you qualify for an exception to level 2 background screening pursuant to sections 430.0402(2) or (3), Florida Statutes, and thereby, you are not required to undergo background screening through the Department of Elder Affairs, please indicate the type of exception and attach the required evidence.

EXCEPTION:

Attorney - An attorney in good standing with the Florida Bar if you are providing a service within _____ (initials) the scope of your licensed practice.
Evidence: A copy of the screen shot of your membership in good standing with the Florida Bar.

Relative - A relative of the client.
_____ (initials) Evidence: Circle your relationship to the client: husband, wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

Volunteer - A volunteer who assists for less than 20 hours per month and you are not listed on the _____ (initials) FDLE Career Offender Search database or the Dru Sjodin National Sex Offender Public Website.
Evidence: A copy of your search results screen shot from each criminal database showing no records were found.

EMPLOYER: IT IS THE EMPLOYER'S RESPONSIBILITY TO VERIFY THE AUTHENTICITY AND ACCURACY OF ANY DOCUMENTATION REQUIRED AS EVIDENCE OF AN EMPLOYEE'S QUALIFICATION

DOSS CONGREGATE MEAL SITE

STEP FOUR: Each employee determined to be a direct service provider must complete the required attestation below.

Claiming an Exception: If you are claiming that you qualify for an exception to level 2 background screening, you are not required to undergo background screening through the Department, and you must sign the attestation below.

Not Claiming an Exception: If you are *not* claiming one of the exceptions to level 2 background screening listed in Step Three, you must complete level 2 background screening through the Department. Once you have been determined qualified for service by the Department, you must sign the attestation below.

ATTESTATION

Under penalty of perjury, I _____, hereby swear or affirm that I meet the requirements for qualifying for employment pursuant to the background screening standards set forth in Chapter 435 and section 430.0402, Florida Statutes. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

Employee Signature

Date

EMPLOYER: ONCE THE ATTESTATION IS SIGNED, KEEP THIS COMPLETED FORM IN THE EMPLOYEE'S FILE.

CERTIFICATE OF COVERAGE

ISSUED ON: 08/07/2023

COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST

PACKAGE AGREEMENT NUMBER: PK2FL1 0502007 21-03

COVERAGE PERIOD: 10/01/2021 TO 10/01/2023 12:01 AM

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 subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
PALM BEACH COUNTY c/o: Community Services Department Division of
 Senior & Veteran Services
 8 IO Datura Street, Suite 300
 West Palm Beach, , FL 33401

Designated Member
 City of Greenacres
 5800 Melaleuca Lane
 Greenacres , FL 33463

LIABILITY COVERAGE

- X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
 Limit \$1,000,000 \$0 Deductible
- X **Employee Benefits Liability**
 Limit \$1,000,000 \$0 Deductible
- X **Employment Practices Liability**
 Limit \$1,000,000 \$0 Deductible
- X **Public Officials Liability**
 Limit \$1,000,000 \$0 Deductible
- X **Law Enforcement Liability**
 Limit Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

- Self Insured Workers' Compensation**
- Statutory Workers' Compensation**
- Employers Liability**
 - \$ Each Accident
 - \$ By Disease
 - \$ Aggregate Disease

PROPERTY COVERAGE

- X **Buildings & Personal Property**
 Limit: Per schedule on file with Trust \$1,000 Deductible
Note: See coverage agreement for wind, flood, and other deductibles.
- Rented, Borrowed and Leased Equipment**
 Limit: \$ 0 TIV See Schedule for Deductible
- X **Total All other Inland Marine**
 Limit: \$ 1,603,297 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

- X **Automobile Liability**
 Limit \$1,000,000 \$0 Deductible
 - X All Owned Specifically Described Autos
 - X Hired Autos
 - X Non-Owned Autos
- X **Automobile Physical Damage**
 - X Comprehensive See Schedule for Deductible
 - X Collision See Schedule for Deductible
 - X Hired Auto with limit of \$35,000
- Garage Keepers**
 - Liability Limit
 - Liability Deductible
 - Comprehensive Deductible
 - Collision Deductible

CRIME COVERAGE

- X **Employee Dishonesty**
 Limit \$250,000 \$1,000 Deductible
- X **Forgery or Alteration**
 Limit \$250,000 \$1,000 Deductible
- X **Theft Disappearance & Destruction**
 Limit \$250,000 \$1,000 Deductible
- X **Computer Fraud**
 Limit \$250,000 \$1,000 Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

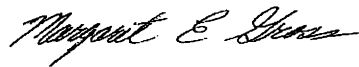
Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy):
 Palm Beach County BOCC, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is listed as an Additional Insured.

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.

Administrator
Public Risk Underwriters®
 P.O. Box 968465
 Lake Mary, FL 32796-8465

CANCELLATIONS
 SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Producer
 The Gehring Group
 3500 Kyoto Garden Dr ,
 Palm Beach Gardens , FL 33410



AUTHORIZED REPRESENTATIVE

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

This Agreement is made as of the _____ day of _____, 202_ 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 Lubavitch of West Palm Beach Inc., a Not For Profit Corporation, authorized to do business in the State of Florida, hereinafter referred to as the FACILITY, whose Federal I.D. is 20-8128398.

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, adequate space at Chabad of West Palm Beach, 2112 N. Jog Rd, #101, West Palm Beach, FL 33411, for a congregate dining site and to provide meal site staff 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 Susan Koester, telephone no. (561) 355-4757.

The FACILITY'S representative/liaison during the performance of this Agreement shall be Rabbi Yoel Gancz, telephone no. (561) 659-7770.

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 three (3) years, commencing on the effective date, and continuing for three (3) years thereafter, ("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 five (5) years from the effective date.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term by providing the notice required herein, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and the 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 thirty (30) days prior written notice to the COUNTY 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 cause upon five (5) business days written notice to the FACILITY or without cause upon ten (10) business days written notice to the FACILITY. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the FACILITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts 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 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.

The FACILITY 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 (including subcontractors and staff/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

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. Failure to maintain at least the required insurance shall be considered default of the Agreement. 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. FACILITY agrees to notify the COUNTY with at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: FACILITY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: FACILITY shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. Waiver of Subrogation: Waiver of Subrogation: Except where prohibited by law, FACILITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then FACILITY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should FACILITY enter into such an agreement on a pre-loss basis.
- D. Certificate(s) of Insurance: On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the FACILITY shall deliver to the COUNTY or

COUNTY'S designated representative assigned Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o: Community Services Department
Division of Senior & Veteran Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- E. Right to Revise or Reject: 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.

ARTICLE 8 - INDEMNIFICATION

FACILITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the FACILITY.

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

FACILITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

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 CONTRACTOR 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 FACILITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 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 COUNTY is committed to assuring equal opportunity in the award of agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the FACILITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the FACILITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the FACILITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the FACILITY retaliate against any person for reporting instances of such discrimination. The FACILITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The FACILITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit

of, and creates no obligation to, any third party. FACILITY shall include this language in its subcontracts.

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: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) 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.

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:

Susan Koester, Senior Services Operations Supervisor
Palm Beach County Division of Senior & Veteran 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:

Rabbi Yoel Gancz
c/o Chabad of West Palm Beach
2112 N. Jog Rd
#101
West Palm Beach, FL 33411

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

The FACILITY and its employees, subcontractors of the FACILITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R-2013-1470 and R-2105-0572, as amended. The FACILITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FACILITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the FACILITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The FACILITY shall make every effort to collect the badges of its employees and its subcontractor’s employees upon conclusion of the agreement and return them to the COUNTY. If the FACILITY or its subcontractor(s) terminates an employee who has been issued a badge, the FACILITY must notify the COUNTY within two (2) hours. At the time of termination, the FACILITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the FACILITY if the FACILITY: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated FACILITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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

- A. 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if FACILITY is found to have been placed on the Scrutinized Companies that Boycott Israel list or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **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 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 the Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of the Agreement renewal, if applicable.

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.
- 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.

ARTICLE 29 - COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. FACILITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 30 - E-VERIFY - EMPLOYMENT ELIGIBILITY

FACILITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FACILITY'S subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

FACILITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. FACILITY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subagreement and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that FACILITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FACILITY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FACILITY to terminate its agreement with the subconsultant and FACILITY shall immediately terminate its agreement with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, FACILITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and FACILITY has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

CLERK of the CIRCUIT COURT
& COMPTROLLER

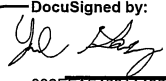
By: _____
Deputy Clerk

By: _____
Mayor

FACILITY:

Lubavitch of West Palm Beach, Inc.

Name

DocuSigned by:

982EFAF48311496...
Signature

Yoel Gancz

Typed Name

President

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

DS
HH

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


DocuSigned by:
By: 
Department Director

EXHIBIT "A"
SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The COUNTY operates congregate meal sites for qualifying seniors in locations 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 Chabad of West Palm Beach, 2112 N. Jog Rd, #101, West Palm Beach, FL 33411, on weekdays, excluding county holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the FACILITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging of the Palm Beaches and Treasure Coast when marketing and/or publicizing the meal site.

I. The following provisions shall be rendered by the FACILITY:

- A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.
- B. Bathrooms close to dining room that shall be handicapped accessible.
- C. Telephone for county employee to utilize when necessary.
- D. A kitchen/ kitchenette space that includes:
 - 1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
 - 2) A refrigerator capable of maintaining required cold food temperatures.
 - 3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
 - 4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.
- E. The FACILITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.
- F. The FACILITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.

- G. The FACILITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.
- H. The FACILITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**
- I. The FACILITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at facility.**
- J. The FACILITY shall be responsible for accurate and timely submission of program-required paperwork, including but not limited to the taking and documentation of food temperatures at delivery and service time, the daily recording of site refrigerator internal temperatures and completion of daily attendance rosters.
- K. The FACILITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants on-site during hours of operation. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed Division of Senior and Veteran Services (DSVSS) training and passed the necessary background screening contained in s.430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a FACILITY staff member, the FACILITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing the Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.
- L. The FACILITY shall be responsible for providing to the designated COUNTY representative/liaison each of the following for their FACILITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (**ATTACHMENT 1**), and 2) Level II Background Screening results and updates as applicable.
- M. The FACILITY shall be responsible for accurate and timely submission of program-required paperwork, including but not limited to the taking and documentation of

food temperatures at delivery and service time, the daily recording of site refrigerator internal temperatures and completion of daily attendance rosters

II. The following provisions shall be rendered by the COUNTY:

- A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food if facility cannot provide.
- B. 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.
- C. 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.
- D. The COUNTY shall be responsible for conducting, maintaining and covering the cost of Level II background screenings for volunteers designated to conduct client Nutrition Assessments. Volunteers selected to complete Nutrition Assessments should commit to a volunteer period of no less than six (6) months.
- E. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in s. 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.
- F. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.
- G. The COUNTY shall monitor the meal site periodically in regard to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.
- H. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a Nutrition Assessment.
- I. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the Congregate Meal Program. 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 a 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 kept locked until said time that a COUNTY employee collects contributions.

Remainder of page intentionally left blank.

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)
 - Juneteenth (third Monday in June)
 - 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

ATTACHMENT 1



BACKGROUND SCREENING

Affidavit of Compliance - Employee

AUTHORITY: This form is required of all employees who are direct service providers when claiming an exception to Level 2 background screening set forth in sections 430.0402(2) and (3), Florida Statutes, or to comply with the attestation requirements set forth in section 435.05(2), Florida Statutes.

This form may be used by **all employees** to comply with:

- The attestation requirement of **section 435.05(2), Florida Statutes**, which states that “every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer;” **AND**
- The proof of screening within the previous 5 years in **section 408.809(2), Florida Statutes**, which requires proof of compliance with Level 2 screening standards that have been screened through the *Care Provider Background Screening Clearinghouse* created under **section 435.12, Florida Statutes**, or screened within the previous 5 years by the Agency, Department of Health, Department of Elder Affairs, the Agency for Persons with Disabilities, Department of Children and Families, or the Department of Financial Services for an applicant for a certificate of authority to operate a continuing Care retirement community under **Chapter 651, Florida Statutes**, if that agency is not currently implemented in the Care Provider Background Screening Clearinghouse.

This form must be maintained in the employee’s personnel file. If this form is used as proof of screening for an administrator or chief financial officer to satisfy the requirements of an **application for a health care provider license**, please attach a copy of the screening results and submit the licensure application.

The term “employee” as used herein refers collectively to ***all persons*** required by law to undergo

background screening. This includes, but is not limited to, persons who are determined to be a direct service provider. A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services and has access to the client's living areas, funds, personal property, or personal identification information as defined in F.S. 817.568, Florida Statutes. A direct service provider also includes coordinators, managers, and supervisors of residential facilities and volunteers.

Personal identification information defined in F.S. 817.568(1)(f), F.S. means “any name or number that may be used, alone or in conjunction with any other information, to identify a specific individual, including any:

1. Name, postal or electronic mail address, telephone number, social security number, date of birth, mother’s maiden name, official state-issued or United States-issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, Medicaid or food assistance account number, bank account number, credit or debit card number, or personal identification number or code assigned to the holder of a debit card by the issuer to permit authorized electronic use of such card;
2. Unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation;
3. Unique electronic identification number, address, or routing code;
4. Medical records;
5. Telecommunication identifying information or access device; or
6. Other number or information that can be used to access a person’s financial resources.”

EMPLOYER: IF AN EMPLOYEE IS DETERMINED TO BE A DIRECT SERVICE PROVIDER, THIS COMPLETED FORM MUST BE RETAINED IN THE EMPLOYEE’S FILE. IF AN EXCEPTION TO BACKGROUND SCREENING IS CLAIMED, A COPY OF THE REQUIRED EVIDENCE MUST BE

STEP ONE: Complete identification information.

_____ Employee	_____ Position Applied
_____ Employee	

STEP TWO: The employee must review the following list of disqualifying offenses set forth in Chapters 430 and 435, Florida Statutes.

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

Criminal offenses listed in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, relating to murder.
- (e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, relating to vehicular homicide.
- (g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, relating to kidnapping.
- (l) Section 787.02, relating to false imprisonment.
- (m) Section 787.025, relating to luring or enticing a child.
- (n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, relating to sexual battery.
- (s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, relating to prostitution.
- (v) Section 798.02, relating to lewd and lascivious behavior.
- (w) Chapter 800, relating to lewdness and indecent exposure.
- (x) Section 806.01, relating to arson.
- (y) Section 810.02, relating to burglary.
- (z) Section 810.14, relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(gg) Section 826.04, relating to incest.

(hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(ii) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(jj) Former s. 827.05, relating to negligent treatment of children.

(kk) Section 827.071, relating to sexual performance by a child.

(ll) Section 843.01, relating to resisting arrest with violence.

(mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(nn) Section 843.12, relating to aiding in an escape.

(oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(pp) Chapter 847, relating to obscene literature.

(qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.

(rr) Chapter 893, relating to drug abuse prevention and control to include the use, possession, sale, or manufacturing of illegal drugs, only if the offense was a felony or if any other person involved in the offense was a minor.

(ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(uu) Section 944.40, relating to escape.

(vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(ww) Section 944.47, relating to introduction of contraband into a correctional facility.

(xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(yy) Section 985.711, relating to contraband introduced into detention facilities.

(ZZ) Section 741.28 relating to domestic violence.

Criminal offenses found in section 430.0402, F.S.

(a) Section 409.920, relating to Medicaid provider fraud.

(b) Section 409.9201, relating to Medicaid fraud.

(c) Section 741.28, relating to domestic violence.

(d) Section 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.

(e) Section 817.234, relating to false and fraudulent insurance claims.

(f) Section 817.505, relating to patient brokering.

(g) Section 817.568, relating to criminal use of personal identification information.

(h) Section 817.60, relating to obtaining a credit card through fraudulent means.

(i) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.

(j) Section 831.01, relating to forgery.

(k) Section 831.02, relating to uttering forged instruments.

(l) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.

(m) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

Criminal offenses found in other sections.

(n) Section 775.21, sexual predator.

(o) Section 775.261, Career offender.

(p) Section 943.0435, Sexual offender; unless the requirement to register as a sexual offender has been removed pursuant to section 943.04354.

I have been granted an Exemption from Disqualification through the Agency for Healthcare Administration (AHCA)

Date of Decision: _____

I have been granted an Exemption from Disqualification through the Florida Department of Health.

Date of Decision: _____

**** A copy of the Exemption from Disqualification decision letter must be attached****

If you are also using this form to provide evidence of prior Level 2 screening (fingerprinting) in the last 5 years and have not been unemployed for more than 90 days, please provide the following information. **A copy of the prior screening results must be attached.**

Purpose of Prior Screening: _____

Screening Conducted by: _____ Date of Prior Screening: _____

Agency for Healthcare

Department of Elder

Department of Health

Department of Financial Services

Agency for Persons with

Department of Children and Family Services

DOSS CONGREGATE MEAL SITE

STEP THREE: The employee must complete this section if claiming an exception to level 2 background screening conducted by the Department of Elder Affairs. If not claiming an exception, then skip to Step Four.

If you are claiming that you qualify for an exception to level 2 background screening pursuant to sections 430.0402(2) or (3), Florida Statutes, and thereby, you are not required to undergo background screening through the Department of Elder Affairs, please indicate the type of exception and attach the required evidence.

EXCEPTION:

- Attorney - An attorney in good standing with the Florida Bar if you are providing a service within _____ (initials) the scope of your licensed practice.
Evidence: A copy of the screen shot of your membership in good standing with the Florida Bar.
- Relative - A relative of the client.
_____ (initials) **Evidence:** Circle your relationship to the client: husband, wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
- Volunteer - A volunteer who assists for less than 20 hours per month and you are not listed on the _____ (initials) FDLE Career Offender Search database or the Dru Sjodin National Sex Offender Public Website.
Evidence: A copy of your search results screen shot from each criminal database showing no records were found.

<p><u>EMPLOYER: IT IS THE EMPLOYER'S RESPONSIBILITY TO VERIFY THE AUTHENTICITY AND ACCURACY OF ANY DOCUMENTATION REQUIRED AS EVIDENCE OF AN EMPLOYEE'S QUALIFICATION</u></p>

DOSS CONGREGATE MEAL SITE

STEP FOUR: Each employee determined to be a direct service provider must complete the required attestation below.

Claiming an Exception: If you are claiming that you qualify for an exception to level 2 background screening, you are not required to undergo background screening through the Department, and you must sign the attestation below.

Not Claiming an Exception: If you are *not* claiming one of the exceptions to level 2 background screening listed in Step Three, you must complete level 2 background screening through the Department. Once you have been determined qualified for service by the Department, you must sign the attestation below.

ATTESTATION

Under penalty of perjury, I _____, hereby swear or affirm that I meet the requirements for qualifying for employment pursuant to the background screening standards set forth in Chapter 435 and section 430.0402, Florida Statutes. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

Employee Signature

Date

EMPLOYER: ONCE THE ATTESTATION IS SIGNED, KEEP THIS COMPLETED FORM IN THE EMPLOYEE'S FILE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Moshe PHONE (A/C, No, Ext): (954) 454-3145 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Lubavitch of West Palm Beach Inc 2112 N. Jog Rd. # 101 West Palm Beach, FL 33411	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			I-660-9A570149-TIL-22	12/22/2022	12/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Glades Pioneers, 200 Dorothy G. Wilford, Belle Glade, FL 33430 Named Insured: Glades Pioneers, Inc.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's Officers, Employees and Agents is included as Additional Insured with respects to General Liability as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

**** 30 Day Notice of Cancellation for General Liability, except 10 days for non-payment of premium****

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, A Political Subdivision of The State of Florida, It's Officers, Employees and Agents,	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 