

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> 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: the Use of Facility Agreement for Non-Government Entities with Quiet Waters Preservation, LP (QWP), at no cost to Palm Beach County (County), for the five (5) year period August 19, 2025 through August 18, 2030, to operate a congregate meal site for seniors at the Quiet Waters facility.

Summary: The Division of Senior and Veteran Services (DSVS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites for seniors. These agreements enable DSVS to operate the meal sites without incurring County costs for space or energy usage. Volunteers will be recruited by the meal sites to help operate them, and DSVS will provide training for these volunteers. Meals and necessary food-related services and supplies will be furnished by the County through its designated food service vendor, subject to the available funds.

QWP will serve approximately 34 seniors, providing about 8,800 meals annually. The estimated total cost of the meals is \$50,248, funded 90% (\$45,223) through OAA and 10% (\$5,025) in **County match, which is included in the current budget.**

DSVS is responsible for providing services north of Hypoluxo Road, excluding portions of Districts 2, 4, 5, and 7 south of Hypoluxo Road. The Volen Center, Inc. is responsible for providing services in these excluded areas. **No additional County match is required.** Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (JBR)

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

Attachments:

- 1. Use of Facility Agreement for Non-Government Entities with Quiet Waters Preservation, LP

Recommended By:	<div>DocuSigned by: Tanura Mallotra 1459E4101F1049C...</div>	7/29/2025
	Department Director	Date
Approved By:		8/6/25
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	5,808	50,248	50,248	50,248	50,248
External Revenue	(5,227)	(45,223)	(45,223)	(45,223)	(45,223)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	581	5,025	5,025	5,025	5,025

No. ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

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 the use of the facility. Pending meal costs below:

C-1
Federal Funds (90%) \$186,119
County Match (10%) \$ 20,681
Total \$206,800

DocuSigned by:
Julie Dowe
05AC9C70C5BC4A4...

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

III. REVIEW COMMENTS

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

Lucy Martin 7/24/2025 Brunda Macklin 8/4/25
OFMB JIA 7/24/25 Contract Development and Control 2677.29.25
EDU 7-24-25

B. Legal Sufficiency:

Prosserthel 8/5/2025
Assistant County Attorney

C. Other Department Review:

Department Director

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

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

This agreement is made as of the 19th day of August, 2025, 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 Quiet Waters Preservation, LP, a Florida Limited Partnership, authorized to do business in the State of Florida, hereinafter referred to as the FACILITY, whose Federal I.D. is #33-1705639.

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 Quiet Waters, 306 SW 10th Street, Belle Glade, Florida 33430, for a congregate dining site and to provide meal site staff as more specifically set forth in **EXHIBIT A - SCOPE OF WORK**, excluding County holidays as detailed in **EXHIBIT B - COUNTY HOLIDAY SCHEDULE**.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Lani Irizarry-Pomales, Lirizarr@pbc.gov, telephone no. (561) 355-3055.

The FACILITY'S representative/liaison during the performance of this Agreement shall be John Tatum, jtatum@wingatecompanies.com, telephone no. (214) 577-7791.

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 one (1) year, commencing on the effective date, ("Initial Term"), and will automatically renew for four (4) additional consecutive terms of one (1) year each, ("Renewal Term") unless sooner terminated as provided for herein.

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

ARTICLE 3 - USE OF FACILITY

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

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY upon sixty (60) days prior written notice to the COUNTY 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 day's written notice to the FACILITY or without cause upon ten (10) business day's 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- INSURANCE

A. FACILITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, 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 contract.

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 Chapter 440 Florida Statutes.

D. **Professional Liability** FACILITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000** COUNTY reserves the right, but not the obligation, to review and request a copy of FACILITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, FACILITY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, FACILITY shall purchase a SERP with a minimum reporting period not less than three (3) years. FACILITY shall provide this coverage on a primary basis.

E. **Waiver of Subrogation** FACILITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then FACILITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should FACILITY enter into such an agreement on a pre-loss basis.

F. **Certificate(s) of Insurance** Prior to execution of this Contract, FACILITY shall deliver to the COUNTY'S representative as identified in ARTICLE 23 - NOTICES, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract 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 BEACHCOUNTY
c/o: Community Services Department
Division of Senior and Veteran Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

G. **Umbrella or Excess Liability** If necessary, FACILITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

FACILITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all third-party claims, liabilities, expenses, losses, costs, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of FACILITY's performance of the terms of this agreement or due to the acts or omissions of the FACILITY.

ARTICLE 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13- 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 Contract.

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 14 - 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 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 15 - 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 16 - 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 17 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, 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, 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 R2025- 0748, 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, disability, or genetic information in the solicitation, 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.

ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - NOTICES

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:

Lani Irizarry-Pomales, Nutrition Services Coordinator
Palm Beach County Division of Senior and 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:

Quiet Waters Preservation, LP
Attn: Management
461 Boulevard NE
Atlanta, GA 30308

ARTICLE 23 - 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 24 - 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 25 - 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 26 - 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 this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 27 - 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@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the FACILITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 29 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

FACILITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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 subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that FACILITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FACILITY's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FACILITY to terminate its contract with the subcontractor and FACILITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this CONTRACT 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 CONTRACT 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.

ARTICLE 30 - 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 31 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT C - NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**, which is attached hereto and incorporated herein by reference.

ARTICLE 32 ENTIRETY OF CONTRACTUAL AGREEMENT

The FACILITY agrees that the scope of work has been developed from the FACILITY'S service proposal and that the COUNTY expects performance by the FACILITY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the FACILITY both further 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 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 his/her hand the day and year above written.


ATTEST:
JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
Board of County Commissioners

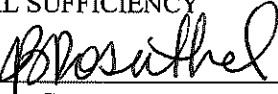
By: _____

By: _____
Maria G. Marino, Mayor

FACILITY:
Quiet Waters Preservation, LP

BY: 
6A9870848E04425...
Authorized Signature

John Tatum
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By:  Initial
HCH
Assistant County Attorney


APPROVED AS TO TERMS AND CONDITIONS
Community Services Department
By: 
1450E4404F4040C...
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 306 SW 10th St, Belle Glade, FL 33430 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 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) Background Screening Attestation of Compliance - Employer (ATTACHMENT VII), and 2) Attestation of Compliance – Background Screening Program User (ATTACHMENT VII-A).

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 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)
- Independence Day
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Juneteenth (June 19)
- Veteran's Day
- Thanksgiving Day
- Floating Holiday (Day after Thanksgiving)
- Floating Holiday (Day before or after Christmas)
- Christmas Day


CONTRACT EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Quiet Waters Preservation, LP
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.



(Signature of Officer or Representative)

Mark Schuster

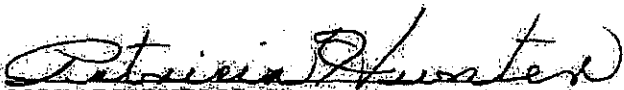
(Printed Name of Officer or Representative)

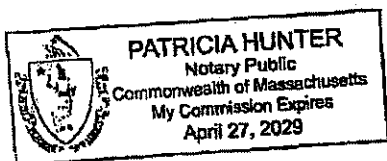
State of Massachusetts, County of Middlesex

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this, 25th day of June, 2025, by personally known

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC (Signature)
My Commission Expires: 04/27/29
State of Massachusetts



(Notary Seal)

ATTACHMENT VII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas.” § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

**ATTACHMENT VII-A
DEPARTMENT OF ELDER AFFAIRS**

ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to doeanetwork@elderaffairs.org.

ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

<p style="text-align: center;"><u>ATTESTATION</u></p>			
<p>As an employee of:</p>			
<p style="text-align: center;">(Name of Employer)</p>			
<p>Located at:</p>			
Street address	City	State	Zip Code
<p>Under penalty of perjury, I,</p>			
<p style="text-align: center;">(Name of Employee who has Signed the Provider User Registration Agreement)</p>			
<p>hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.</p>			
<p>Signature of Employee</p>		<p>Date</p>	