

Agenda Item No. C - 6

**VILLAGE OF ROYAL PALM BEACH**

Agenda Item Summary

**AGENDA ITEM:** Approval and authorization for the Village Manager to execute the Use of Facilities Agreement between the Palm Beach County and the Village of Royal Palm Beach.

**ISSUE:**

Execute the agreement in an amount of \$11,250.00 for the services of a site Administrator at Kevin M. Harvin Center for the Senior Meals Program for the period October 1, 2007, through June 30, 2008.

The Village Attorney has reviewed the Agreement for presentation to Council for approval.

**RECOMMENDED ACTION: Motion to Approve**

<b>Initiator</b>	<b>Village Manager Approval</b>	<b>Agenda Date</b>	<b>Village Council Action</b>
<b>Village Manager</b>		<b>3/20/08</b>	

## USE OF FACILITY AGREEMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and the Village of Royal Palm Beach, hereinafter referred to as the VILLAGE, a body of government entitled to do business in the State of Florida. In consideration of the mutual promises contained herein, the COUNTY and the VILLAGE agree as follows:

### **WITNESETH:**

**WHEREAS**, the VILLAGE owns and operates the Kevin M. Harvin Center, whose address is 1030 Royal Palm Beach, FL 33411. VILLAGE's responsibility under this Agreement is to provide an Administrator for a Senior Meals Program at the Kevin M. Harvin Center as more specifically set forth in the Scope of Work detailed in Exhibit "A." The COUNTY shall reimburse the VILLAGE an amount not to exceed \$11,250 for the services of a site Administrator for the Senior Meals Program. A schedule of allowable holidays is detailed in Exhibit "B."

**WHEREAS**, the COUNTY's responsibility under this Agreement is as more specifically set forth in the Scope of Work detailed in Exhibit "A."

**NOW THEREFORE**, in consideration of the mutual covenant and promises as hereinafter set forth, the parties agree as follows:

### **ARTICLE – 1 – INDEMNIFICATION:**

The VILLAGE shall indemnify and save harmless, and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise solely from any gross negligent act or omission of the VILLAGE, its agents, servants, or employees in the performance of services under this Agreement.

The VILLAGE further agrees to indemnify, save harmless, and defend the COUNTY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising solely out of intentional misconduct of the VILLAGE not included in the paragraph above and for which the COUNTY, its agents, servants, or employees are alleged to be liable.

The COUNTY acknowledges its responsibility for liability which may arise from any negligent act or omission of the COUNTY, its agents, servants, or employees in the performance of its services under this agreement. This acknowledgement is not intended to be nor should it be construed as a waiver of the COUNTY's sovereign immunity pursuant to Florida Statute 768.28 or an increase of the limits of liability pursuant to such statute.

### **ARTICLE – 2 – PERSONNEL:**

The VILLAGE agrees to provide management as outlined in Exhibit "A."

### **ARTICLE – 3 – NON-DISCRIMINATION:**

The VILLAGE warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin, or ancestry.

### **ARTICLE – 4 – ENTIRETY OF CONTRACTUAL AGREEMENT:**

The COUNTY and VILLAGE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. None of the provisions, terms, and conditions contained in this agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE – 5 – AMENDMENTS AND MODIFICATIONS:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

**ARTICLE – 6 – EFFECTIVE TERM/TERMINATION:**

This Agreement shall begin on October 1, 2007 and end on June 30, 2008. The COUNTY shall have in its sole discretion, the option to extend the Agreement for up to five (5) one (1) year renewals. Subject to budget availability, the Division of Senior Services may exercise this renewal without further action required by the Board of County Commissioners by sending written notice to the VILLAGE. Both parties reserve the right to terminate the Agreement without cause upon thirty (30) days written notice to the other party.

**ARTICLE – 7 – NOTICES:**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

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

and if sent to the VILLAGE shall be mailed to:

David B. Farber, Village Manager  
Village of Royal Palm Beach  
1050 Royal Palm Beach Blvd.  
Royal Palm Beach, FL 33411

**ARTICLE – 9 – PAYMENTS TO FACILITY:**

1. The COUNTY shall pay to the VILLAGE as reimbursement of expenses for the Administrator of the Palm Beach County Senior Meals Program at the Kevin M. Harvin Center an amount not to exceed \$11,250.
2. The VILLAGE will invoice the COUNTY for services actually performed based on the expenses actually incurred and paid. The services to be performed are to administer the Palm Beach County Senior Meals Program and provide recreational activities for the elderly at the Kevin M. Harvin Center, a social services facility maintained by the VILLAGE. All requests for reimbursement under the terms of this Agreement shall be supported by copies of checks and the supporting backup of said checks paid to the Administrator of the Palm Beach County Senior Meals Program at the Kevin M. Harvin Center. The reimbursement of expenses is for the period October 1, 2007 through June 30, 2008.
3. Final Invoice / Reimbursement: In order for both parties herein to close their books and records, the VILLAGE will clearly state “final invoice / reimbursement” on the VILLAGE’s certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the VILLAGE. The final invoice must be submitted by the fifth (5) working day following June 30, 2008, of each program year that the agreement is in effect.

**ARTICLE – 9 – FILING:**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**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 the duly authorized representatives of the VILLAGE have hereunto set their hand as the day of the year above written.

**ATTEST:**  
SHARON R. BOCK, Clerk and Comptroller

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESS:**

**VILLAGE OF ROYAL PALM BEACH:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or Print)

David B. Farber, Village Manager  
Name & Title (Type or Print)

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Edward L. Rich, Department Head

**SCOPE OF WORK**

**FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND  
VILLAGE OF ROYAL PALM BEACH**

The Division of Senior Services (DOSS) operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line.

The Village is willing to continue to provide/manage one (1) existing meal site in Royal Palm Beach for the period of October 1, 2007 through June 30, 2008. This is to assure access to meals by the target population.

The Village:

1. Will be responsible for receipt of meals and other food items and receipt and storage of supplies from the food services subcontractor designated by DOSS.
2. Shall provide qualified staff to manage the meal site and to assure that meals are heated and served in compliance with local, State and Federal regulations, and in accord with meal specifications.
3. The Meal Site Manager shall meet the same qualifications as specified in the County's position description. The DOSS Nutrition Coordinator will participate in the selection and hiring of the Meal Site Manager for the meal site.
4. The Meal Site Manager will:
  - Be responsible for congregate meal site reservations, maintenance of documentation to support the quantity of meals ordered and served, annual client registrations, status of current inventories and reports.
  - Distributes nutrition education on material monthly and log the same as the meal Site Roster.
  - Ensures that food is checked in properly and necessary supplies are ordered.
  - Recruits, trains, and directs volunteers to assists in all site operations.
  - Trains volunteers to run meal site in his/her absence.
  - Assures that the number of meals ordered is based on reservations made by site participants.
  - Supervises set up, service, and clean up of daily meals.
  - Assures that leftover food is supplied as seconds and then discarded.
  - Informs nutrition participants of congregate meal donation requirements.
  - Collects and records meal site donations, makes deposits, and mails them to DOSS.
  - Mails Meal Site Reports per time frames designated by DOSS Nutrition Coordinator.
  - Attends scheduled DOSS Nutrition staff meetings.
5. Will operate Monday thru Friday exclusive of County holidays specified in Exhibit "B".
6. When advertising the meals program, shall acknowledge that the meals provided by Palm Beach County Board of County Commissioners program is funded through the Older American's Act (OAA) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc.
7. Will provide back up staff when the designated Site Manager is not available or on leave.

The Division of Senior Services:

1. Will provide all meals and necessary food service related supplies including food containers, utensils, paper products, etc. through the County's designated food service subcontractor, subject to the availability of funds.
2. Shall monitor the meal site periodically in regard to compliance with OAA grant standards and shall conduct a client satisfaction survey at each meal site and for home delivered meals at least once annually.
3. Will provide training and oversight for the Site Manager and volunteers recruited to work at the meal site.

**COUNTY HOLIDAY SCHEDULE**

New Year's Day

Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)

President's Day (3<sup>rd</sup> Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day (1<sup>st</sup> Monday in September)

Columbus Day (2<sup>nd</sup> Monday in October)

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day