

**AGREEMENT BETWEEN BROWARD COUNTY AND
AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.
FOR FUNDING AND ADMINISTRATION OF COVID-19 EMERGENCY MEALS PROGRAM**

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Areawide Council on Aging of Broward County, Inc., a Florida nonprofit corporation (“Council”), each a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. County desires to coordinate with Council to provide home-delivered meals to eligible Broward County adults sixty (60) years of age and older.
- B. Council has operated a COVID-19 Emergency Meals Program since the week of March 16, 2020.
- C. Funding given to Council has been found and declared to be for a county and public purpose by the Board of County Commissioners of Broward County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Human Services Department Director or Deputy Director, or the Director or Assistant Director of the Broward County Elderly and Veterans Services Division.
- 1.4. **Repository** means County’s Human Services Department repository under the Evaluation and Planning Section. Documents for the Repository must be submitted by email attachment to OEPRRepository@broward.org or in hard copy to: Broward County Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.
- 1.5. **Services** means all work required of Council under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A and throughout this Agreement.
- 1.6. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Council, regardless of tier.

ARTICLE 2. TERM AND TIME OF PERFORMANCE

The term of this Agreement begins on October 1, 2023, and continues through September 30, 2024, unless otherwise terminated earlier or extended as provided in this Agreement.

ARTICLE 3. SCOPE OF SERVICES

- 3.1. The Parties must perform all Services required under this Agreement including, without limitation, the work specified in Exhibit A (Scope of Services). The Scope of Services is a description of Council's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Council impractical, illogical, or unconscionable.
- 3.2. At the request of County, Council will participate in County's Human Services client information software system along with County and the other health and human services organizations that receive funds from County. Council will work with County in an effort to eliminate duplication in Services and personnel among such agencies. Council will work with County to ensure that all Applicable Law regarding confidentiality are adhered to in collecting and reporting client information.

ARTICLE 4. COMPENSATION

- 4.1. For all goods and Services provided under this Agreement, County will pay Council up to a maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000). This Agreement is contingent upon the availability of funds from County in accordance with Chapter 129, Florida Statutes. County will be the final authority as to the availability of funds.
- 4.2. County will make payment only for Services actually performed and completed in accordance with this Agreement, as set forth in Exhibit B (Budget Narrative) and Exhibit C (Line-Item Budget), which amount will be accepted by Council as full compensation for all such Services. Council acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Council for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Council's obligation to perform all Services.
- 4.3. Method of Billing and Payment.
 - 4.3.1. Council may submit invoices, on the form attached as Exhibit E (Invoice Template) for compensation no more often than on a weekly basis, but only after the Services for which the invoices are submitted have been completed. These invoices must be accompanied by a detailed listing of the meals provided, including, but not limited to, client eCIRTS Identification Number, client name, client telephone number, delivery address, number of meals delivered, meal source (vendor), and date delivered.
 - 4.3.2. County will pay Council within thirty (30) days after receipt of Council's proper invoice in accordance with the "Broward County Prompt Payment Ordinance,"

Section 1-51.6, Broward County Code of Ordinances (“Code”). To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and in accordance with instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Council to comply with a term, condition, or requirement of this Agreement.

- 4.3.3. Council must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Council withholds an amount as retainage from Subcontractors or suppliers, Council must release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Council demonstrates to the Contract Administrator’s satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Council promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Council must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

Council must invoice Subcontractor fees only in the actual amount paid by Council, without markup or other adjustment.

- 4.3.4. Reimbursable Expenses. Council will not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement will be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibits B or C expressly provide otherwise. County will not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.
- 4.4. Council must not use County funds provided under this Agreement to expand the program’s current enrollment or to supplant or supplement other funding sources.
- 4.5. The name, address, and Federal I.D. of the official payee to whom County will make payment is:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, Florida 33351

Federal I.D.: 59-1529419

In accordance with the “Notices” section of this Agreement, Council must advise the Contract Administrator of any changes in address or telephone number including changes of administrative and service locations.

ARTICLE 5. MONITORING (REQUIRED RECORDS AND REPORTS)

- 5.1. Council will:
- 5.1.1. At County's sole discretion, assign appropriate Council staff to meet with County's staff to (i) assess quality of the Services, service delivery systems, coordination of Services, client satisfaction, records maintenance, and maximization of return on funding and (ii) discuss any resulting recommendations.
 - 5.1.2. Provide to County full access to administrative and service delivery sites during all announced or unannounced visits to examine records and data covered by this Agreement as well as to observe service delivery and interaction between client and Council staff. County and Council must maintain the confidentiality of client Services and records in full accordance with any Applicable Law mandating such confidentiality.
 - 5.1.3. Make all records and client files pertaining to this Agreement available for County's inspection, review, or audit.
 - 5.1.4. Ensure that the back-up documentation used to support the invoices for Services provided to clients is approved by the Contract Administrator prior to County's payment of the invoices.
 - 5.1.5. Ensure that monitoring reports originated periodically by designated County staff, the performance requirements of this Agreement, and the timeliness of requested information are considered a factor in evaluating future funding requests.
 - 5.1.6. Provide to County access, during the term and beyond the expiration of this Agreement, to records developed under this Agreement.
- 5.2. Safeguarding Information. Council must safeguard confidential information in clients' records in compliance with 42 C.F.R. Part 2, as amended, and all other Applicable Law.

ARTICLE 6. TERMINATION

- 6.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Council's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if the Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this

Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 6.2 effective thirty (30) days after such notice was provided and Council will be eligible for the compensation provided in Section 6.2 as its sole remedy.

- 6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Council. Council acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Council of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County in accordance with this section, Council will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Council for Services under this Agreement.
- 6.3. Notice of termination will be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.
- 6.4. In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Council's failure to comply with any term(s) of this Agreement.

ARTICLE 7. INDEMNIFICATION

Council must indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission by Council, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Council must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Council under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been

settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

- 8.1. Throughout the term of the Agreement, Council must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D (Insurance Requirements) in accordance with the terms and conditions of this article. Council must maintain insurance coverage against claims relating to any act or omission by Council, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2. Council must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.
- 8.3. On or before the effective date of the Agreement or at least fifteen (15) days prior to commencement of Services, Council must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Council must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 8.4. Council must ensure that all insurance coverages required by this article will remain in full force and effect for the duration of this Agreement and until all performance required by Council has been completed, as determined by the Contract Administrator. Council or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Council must ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 8.5. Council must ensure that all required insurance policies are issued by insurers (i) assigned an A.M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (ii) authorized to transact insurance in the State of Florida; or (iii) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 8.6. If Council maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County will be entitled to any such broader coverage and higher limits maintained by Council. All required insurance coverages under this article must provide primary coverage and must not require contribution from any County insurance, self-insurance or otherwise, which must be in excess of and must not contribute to the insurance required and provided by Council.

- 8.7. Council must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the effective date of the Agreement or commencement of Services. Council will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Council to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Council agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Council agrees to obtain same in endorsements to the required policies.
- 8.8. Unless prohibited by the applicable policy, Council waives any right to subrogation that any of Council's insurers may acquire against County and agrees to obtain same in an endorsement of Council's insurance policies.
- 8.9. Council must require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Council under this article. Council must ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Council must not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.
- 8.10. If Council or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Council. Council must not permit any Subcontractor to provide Services unless and until the requirements of this article are satisfied. If requested by County, Council must provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.
- 8.11. If any of the policies required under this article provide claims-made coverage (i) any retroactive date must be prior to the effective date of the Agreement; (ii) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D; and (iii) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Council must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 9.1. Council and Subcontractors will not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Council must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of

Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

- 9.2. County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances. Although no CBE goal has been set for this Agreement, County encourages Council to give full consideration to the use of CBE firms to perform the Services under this Agreement.
- 9.3. By January 1 of each year, Council must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 10. RETURN OF FUNDS

Any expenditure of funds provided under this Agreement determined by County, state, or federal auditors to be nonreimbursable expenditures must be refunded to County within thirty (30) days after County's request, or, if this Agreement is still in effect, nonreimbursable expenditures will be withheld by County from any subsequent payment request. If County determines that funds are due back to County, County, through its Contract Administrator, may, in its sole discretion and as permitted, require Council to pay interest on those funds, which interest must be calculated from the date County incorrectly paid Council.

ARTICLE 11. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

- 11.1. Financial Statements. Council must provide to the Repository and the Contract Administrator a copy of its annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Council's fiscal year during which it receives County funds and for each of Council's subsequent fiscal years until all of County funds are expended and management letters generated.

These annual financial statements must account for all monies that Council receives from County and include accompanying notes to the financial statements.

Within one hundred eighty (180) days after the close of each of Council's fiscal years in which Council accounts for funds under this Agreement, Council must submit these annual financial statements simultaneously to the Repository and the Contract Administrator.

Council's late submission of the financial statements or absence of the accompanying notes entitles County to recover any payment made under this Agreement.

Council acknowledges that submission of its audited financial statements to any other Broward County office, agency, or division does not comply with the requirement to submit the audited financial statements to the Repository and the Contract Administrator.

- 11.2. Management Letters. Council must provide simultaneously to the Repository and the Contract Administrator all management letters arising from its audited financial statements within one hundred eighty (180) days after the end of Council's fiscal year. Council must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days after developing the schedule of corrections.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

- 12.1. Representation of Authority. Council represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Council, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Council has with any third party or violates Applicable Law. Council further represents and warrants that execution of this Agreement is within Council's legal powers, and each individual executing this Agreement on behalf of Council is duly authorized by all necessary and appropriate action to do so on behalf of Council and does so with full legal authority.
- 12.2. Solicitation Representations. Council represents and warrants that all statements and representations made in Council's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Council executes this Agreement, unless otherwise expressly disclosed in writing by Council.
- 12.3. Truth-In-Negotiation Representation. Council's compensation under this Agreement is based upon its representations to County, and Council certifies that the wage rates, factual unit costs, and other information supplied to substantiate Council's compensation, including without limitation the negotiation of this Agreement, are accurate, complete, and current as of the date Council executes this Agreement. Council's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 12.4. Public Entity Crime Act. Council represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that act. Council further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Council has been placed on the convicted vendor list.
- 12.5. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Council represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Council represents and certifies that it is

not, and for the duration of the term of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Council represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

- 12.6. Claims Against Council. Council represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Council, threatened against or affecting Council, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Council to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Council or on the ability of Council to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 12.7. Verification of Employment Eligibility. Council represents that Council and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Council violates this section, County may immediately terminate this Agreement for cause and Council will be liable for all costs incurred by County due to the termination.
- 12.8. Warranty of Performance. Council represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Council represents and warrants that the Services will be performed in a skillful and respectful manner, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.
- 12.9. Prohibited Telecommunications Equipment. Council represents and certifies that Council and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Council represents and certifies that Council and all Subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.
- 12.10. Entities of Foreign Concern. The provisions of this section apply only if Council or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Council represents and certifies (i) Council is not owned by the government of a foreign country of concern, (ii) the government of a foreign country of concern does not have a controlling interest in Council, and (iii) Council is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the effective date of this Agreement, Council and any

Subcontractor that will have access to personal identifying information must submit to County executed affidavit(s) under penalty of perjury, in substantially the form attached as Exhibit F (Affidavit of Compliance with Foreign Entity Laws) or in a form approved by County, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.3. Terms used in this section that are not otherwise defined in this Agreement will have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ARTICLE 13. MISCELLANEOUS

- 13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Council to manage and supervise the performance of this Agreement. Council acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Council in connection with performing Services, whether finished or unfinished (“Documents and Work”) will be owned by County, and Council hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement the Documents and Work will become the property of County and must be delivered by Council to the Contract Administrator within seven (7) days after expiration or termination of this Agreement. Any compensation due to Council may be withheld until all Documents and Work are received as provided in this Agreement. Council must ensure that the requirements of this section are included in all agreements with all Subcontractors.
- 13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Council is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Council must:
 - 13.3.1. Keep and maintain public records required by County to perform the Services;
 - 13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

- 13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 13.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Council or keep and maintain public records required by County to perform the Services. If Council transfers the records to County, Council must destroy any duplicate public records that are exempt or confidential and exempt. If Council keeps and maintains public records upon completion of the Agreement, Council must meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Council receives a request for public records regarding this Agreement or the Services, Council must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Council must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Council contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Council asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Council must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Council must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Council as Restricted Material, County will refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Council, or the claimed exemption is waived. Any failure by Council to strictly comply with the requirements of this section will constitute Council’s waiver of County’s obligation to treat the records as Restricted Material. Council must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6622,
ABUSADA@BROWARD.ORG, ELDERLY AND VETERANS SERVICES DIVISION,
GOVERNMENTAL CENTER WEST, 1 NORTH UNIVERSITY DR., SUITE 4108B,
PLANTATION, FLORIDA 33324.**

- 13.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Council and all Subcontractors that are related to this Agreement. Council and all Subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts of Council and all Subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Council and all Subcontractors must make same available in written form at no cost to County. Council must provide County with reasonable access to Council's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Council and all Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Council hereby grants County the right to conduct such audit or review at Council's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Council must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Council in excess of five percent (5%) of the total contract billings reviewed by County, Council must make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Council.

Council must ensure that the requirements of this section are included in all agreements with all Subcontractors.

- 13.5. Independent Contractor. Council is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Council nor its agents will act as officers, employees, or agents of County. Council does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

- 13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement.
- 13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.
- 13.8. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section:

For Broward County:

Broward County Elderly and Veterans Services Division
Attn: Director
1 N University Dr., Suite 4108B
Plantation, Florida 33324
Email address: abusada@broward.org

For Council:

Areawide Council on Aging of Broward County, Inc.
Chief Executive Officer
5300 Hiatus Road
Sunrise, Florida 33351
Email address: mathertaylorc@adrcbroward.org

- 13.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Council without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

- 13.10. Third-Party Beneficiaries. Neither Council nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 13.11. Materiality and Waiver or Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signer of the Party.
- 13.12. Conflicts. Neither Council nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Council's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Council's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Council is not a party, unless compelled by legal process. Further, such persons must not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion, that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Council or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Council is permitted under this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Council must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Council.
- If Council is permitted in accordance with this Agreement to use Subcontractors to perform any Services required by this Agreement, Council must require the Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Council.
- 13.13. Compliance with Laws. Council and the Services it provides must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement, and the balance of this Agreement remains in full force and effect.

- 13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.
- 13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.
- 13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.
- 13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement is in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit must be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 13.19. Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Council.
- 13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this Agreement.
- 13.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Council is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996

("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Council must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Council must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Council's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Council must ensure that the requirements of this section are included in all agreements with Subcontractors.

13.22. Polystyrene Food Service Articles. Council must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

13.23. Payable Interest.

13.23.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Council for any reason, whether as prejudgment interest or for any other purpose, and Council waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.24. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

13.25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

13.26. Use of County Logo. Council must not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, and Council, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

KSG/bh
AAA-COVID-Emergency-Meals-2024.a01
#60067
2/2/2024

AGREEMENT BETWEEN BROWARD COUNTY AND AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., FOR FUNDING AND ADMINISTRATION OF COVID-19 EMERGENCY MEALS PROGRAM

COUNCIL

Areawide Council on Aging of Broward County,
Inc.

By: Charlotte C. Mather-Taylor
Charlotte Mather-Taylor
Chief Executive Officer

26 day of MARCH, 2024

Exhibit A Scope of Services

Provider: Areawide Council on Aging of Broward County ("Council")

Program: COVID-19 Emergency Meals

Project Summary:

Council has been providing meals to eligible seniors through its COVID-19 Emergency Meal Program since the week of March 16, 2020. Food insecurity due to COVID-19 is a primary concern in Broward County, and since its inception, the program has grown to provide as many as 70,000 meals each week.

Council's COVID-19 Emergency Meal Program is focused on providing meals to eligible adults sixty (60) years of age and older who, due to COVID-19, must shelter-in-place in their homes to ensure they are staying healthy and safe ("Clients"). According to the CDC's County Profile Report dated December 8, 2023, only 31.6% of Broward County seniors have received the updated (bivalent) booster dose and only 11.6% of the total County population have received it. Older adults are statistically more likely to have underlying conditions such as respiratory concerns, cardiovascular disease, diabetes, and other health issues that raise the risk of severe COVID-19 illness and death due to COVID-19. 85% of COVID-19-related deaths have been seniors.

Council's COVID-19 Emergency Meal Program provides two (2) nutritionally balanced meals each day to each Client to ensure they are eating healthy. Each Client receives one (1) delivery each week that consists of ten (10) meals that can be eaten throughout the week. The meals have clear instructions regarding food preparation, such as how long to heat each meal. Clients can select meals based on their dietary needs and preferences, such as gluten-free, kosher, vegetarian, Latin, and other options.

Program Implementation Overview:

Council must continue to market the program via electronic notifications such as social media, Council's newsletter, website, and emails.

Once enrolled, Council must contact the Client to determine their dietary preferences, and a delivery day will be identified for the Client to have their meals delivered each week.

Council will continue to procure meals from a variety of sources including, but not limited to, catering companies and local restaurants. Exhibit C (Line-Item Budget) includes a list of the current meal vendors, including restaurants. The Parties may revise the list of meal vendors based on availability, customer demand, and pricing.

In March 2020, the Florida Department of Elder Affairs ("DOEA"), the Department of Business and Professional Regulation (DBPR), and the Florida Restaurant and Lodging Association (FRLA) partnered for the mutually beneficial purpose of preventing food insecurities and malnutrition. Governor Ron DeSantis helped to facilitate this process by allowing restaurants and food

establishments to become emergency meal vendors for seniors who are experiencing food insecurity due to COVID-19.

In keeping with a directive from DOEA, Council has entered into agreements with several local restaurants (see Exhibit C) for the provision of meals. Clients are therefore presented with a more varied choice of meals.

Recipient Selection Criteria:

Eligible recipients are Broward County residents, sixty (60) years of age or older, who self-report the following:

- Food insecurity as a result of sheltering in place due to the COVID-19 pandemic;
- Not fully vaccinated against COVID-19 (i.e., have not received the second dose in a two-dose series or a single-dose vaccine); and
- Annual income less than or equal to 200% of the 2023 federal poverty level.

In circumstances where a senior meeting these criteria is caring for a child or adult with a disability who resides in the home with them, the dependent is also eligible for meal delivery along with a live-in caregiver who may be a relative or spouse.

Seniors who receive a full COVID-19 vaccination (i.e., at least two weeks following receipt of the second dose in a two-dose series, or at least two weeks following receipt of one dose of a single-dose vaccine) and whose income rises above 200% of the 2023 federal poverty level are no longer eligible for Services funded by this Agreement.

Applicants must apply for the program through Council’s Elder Helpline (Helpline) via telephone or email. The Helpline will conduct an initial intake to determine eligibility as specified in this Agreement, and Council’s staff will follow up with each applicant to fill out a 701C comprehensive assessment, which is a DOEA assessment used for Council’s other meal recipients who are served through state and federal funding from the DOEA (not related to COVID-19). This DOEA screening tool allows Council to gather all pertinent demographic data and ensures consistency and equity amongst meal recipients regardless of the funding stream.

Applicant Processing and Verification by Council:

Council’s Information and Referral Specialist will interview each applicant. Clients will be selected on a first-come/first-served basis. The date and time of each application will be recorded and reviewed by Council’s staff to ensure fairness in the application process. Council must enter Client information and screening results into the DOEA Electronic Client Information and Registration Tracking System (“eCIRTS”).

Once the information has been added into eCIRTS, the applicant will be assigned to meal delivery, and the address and contact information will be verified again for delivery. Council must record the date and delivery time for each delivery to verify the delivery of the food to the Client.

Council will utilize the ServTracker software system to manage the meal delivery process to:

- Create custom meal schedules and multiple meal types or requirements

- Generate route sheets or use the mobile meals app for paperless routing
- Streamline workflow and increase productivity
- Record unlimited funding sources
- Access hundreds of reports and customize them to your needs
- Maintain confidentiality, if applicable, and HIPAA requirements

Payment Disbursement:

Council has developed an average per meal unit cost of \$4.84. This rate includes personnel expenses and operating expenses including meal cost, delivery, supplies, building use, and utilities. See Exhibit B (Budget Narrative) for more details. Council will bill County on a weekly basis at the rate of \$4.84 per meal delivered to Clients.

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**Exhibit B
Budget Narrative**

Personnel Expenses:

Council utilizes full-time employees to operate the meal program. Duties performed include, but are not limited to, the following: (i) determining eligibility and enrolling Clients; (ii) contacting Clients the day before delivery to confirm they are available to receive meals; (iii) creating meal delivery routes for daily deliveries; (iv) providing customer service support; (v) conducting quality assurance reviews; (vi) updating the database for next delivery date; and (vii) providing customer service to Clients.

Personnel Services				
Salaries	Hourly Rate	Hours per Week	Number of Weeks	Expense
A. Meal Program Scheduler (0.45 FTE)	\$17.51	18	52	\$16,389.36
B. Meal Program Specialist (0.45 FTE)	\$17.86	18	52	\$16,716.96
C. Meal Program Manager (0.5 FTE)	\$18.36	20	52	\$19,094.40
Total Salaries				\$52,200.72
Fringe Benefits	Rate	FTEs	Number of Weeks	Expense
FICA	7.65%			\$3,993.36
Health Insurance	\$205.65	1.4	52	\$14,971.32
Dental Insurance	\$6.2838	1.4	52	\$457.46
Life Insurance	\$2.9261	1.4	52	\$213.02
Short-Term Disability Insurance	\$2.31	1.4	52	\$168.17
Unemployment Tax	\$3.8769	1.4	52	\$282.24
Pension	6.00%			\$3,132.04
Total Fringe Benefits				\$23,217.61
Total Personnel Services				\$75,418.33

Supplies costing an estimated \$1,000.00 include office supplies, paper, copying and printing charges, packing supplies, and handcarts.

Utilities/Building Use consists of building space expenses such as storage, cleaning and disinfecting, maintenance, electricity, water and sewer, and telephone/data. The cost of Building Space/Utilities totals \$4,500.00.

ServTracker App/Other – Meal Tracking Software for enrollment of Client information, Client’s meal preference, Client’s meal scheduling, and meal vendor determination. Other expenses may consist of freezer rental and other food storage containers. The estimated cost of ServTracker/Other expenses totals \$1,900.00.

Council must ensure its staff and all Subcontractors wear personal protective equipment (“PPE”) during meal distribution and throughout the meal delivery process. PPE includes gloves, masks, hand sanitizer, and other PPE as needed. The cost of PPE supplies totals \$346.15.

Meals will be provided to eligible applicants living in Broward County. Council will purchase approximately 154,960 meals and distribute them to eligible Clients. Clients will receive a five-day supply of food, which consists of ten (10) meals weekly. The cost of meal expenses totals \$666,835.52, with an average net cost of \$4.303275.

The average meal rate, inclusive of all expenses, is \$4.84, which will serve as the billable unit cost for each meal delivered. The total cost of the meal program under this Agreement is not to exceed \$750,000.00.

Council must not use County funds provided under this Agreement to supplant or supplement other funding sources.

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Exhibit C
Areawide Council on Aging of Broward County, Inc.
Line-Item Budget for COVID-19 Emergency Meals for Seniors
October 1, 2023 – September 30, 2024

Personnel Services				
Salaries	Hourly Rate	Hours per Week	Number of Weeks	Expense
A. Meal Program Scheduler (0.45 FTE)	\$17.51	18	52	\$16,389.36
B. Meal Program Specialist (0.45 FTE)	\$17.86	18	52	\$16,716.96
C. Meal Program Manager (0.5 FTE)	\$18.36	20	52	\$19,094.40
Total Salaries				\$52,200.72
Fringe Benefits	Rate	FTEs	Number of Weeks	Expense
FICA	7.65%			\$3,993.36
Health Insurance	\$205.65	1.4	52	\$14,971.32
Dental Insurance	\$6.2838	1.4	52	\$457.46
Life Insurance	\$2.9261	1.4	52	\$213.02
Short-Term Disability Insurance	\$2.31	1.4	52	\$168.17
Unemployment Tax	\$3.8769	1.4	52	\$282.24
Pension	6.00%			\$3,132.04
Total Fringe Benefits				\$23,217.61
Total Personnel Services				\$75,418.33
Operating Expense				
Office Supplies				\$1,000.00
Utilities/Building Use				\$4,500.00
SERVTracker APP/Other				\$1,900.00
Personal Protective Equipment (PPE)				\$346.15
Emergency Meals*	\$12,823.76		52	\$666,835.52
Total Operating Expense				\$750,000.00
Capital Outlay				\$0.00
Total Capital Outlay				\$0.00
TOTAL EXPENSE				\$750,000.00
Per Delivered Meal Reimbursement Rate				\$4.84

Exhibit C (cont'd)

*Detailed Listing of Emergency Meal Expenses				
Vendor	People per Week	Meals per Week	Cost per Meal	Weekly Cost
Sushi Maki	56	560	\$4.840	\$2,710.40
Padrino's Cuban Cuisine	61	610	\$4.250	\$2,592.50
Sterling Country Kitchen - Kosher	18	180	\$5.506	\$991.08
Sterling Country Kitchen	163	1,630	\$4.006	\$6,529.78
Totals	298	2,980		\$12,823.76
Average Cost Per Meal				\$4.303275

THIS TABLE REPRESENTS COUNCIL'S CURRENT EMERGENCY MEAL VENDORS AND IS SUBJECT TO CHANGE BASED ON AVAILABILITY, CUSTOMER DEMAND, AND PRICING.

Exhibit D Insurance Requirements

INSURANCE REQUIREMENTS

Project: Emergency Meal Program
Agency: Elderly and Veterans Services Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			*Maximum Deductible:	\$10,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2023.12.07
13:08:16 -05'00'

Risk Management Division

Exhibit E Invoice Template

INSERT YOUR AGENCY LETTERHEAD LOGO WITH ADDRESS AND TELEPHONE #		
FEDERAL ID NUMBER:	00-0000000	Supplier ID #:
Date of Invoice:		Invoice #: [in format provided by County]
FUND SOURCE: <input style="width: 100%;" type="text" value="[to be provided by County]"/>		
PROGRAM NAME: <input style="width: 100%;" type="text" value="COVID-19 Emergency Meal Program"/>		
SERVICE TYPE: <input style="width: 100%;" type="text" value="Home-Delivered Meals"/>		
DATE OF SERVICE PERIOD: FROM: <input style="width: 100px;" type="text" value="MM/DD/YYYY"/> TO: <input style="width: 100px;" type="text" value="MM/DD/YYYY"/>		
CONTRACTED RATE	<input style="width: 100%;" type="text" value="\$ 4.84"/>	
NUMBER OF UNITS	<input style="width: 100%;" type="text"/>	
REIMBURSIBLE AMOUNT	<input style="width: 100%;" type="text" value="\$ -"/>	
I hereby certify and affirm that the services billed herewith have been delivered on behalf of Broward County per the Agreement, and services were rendered in accordance with the Scope of Service; that requested reports detailing meal purchase and delivery, including client information, are attached and support billed units; and that sufficient written information is available to document services.		
Prepared by: _____		Date: _____
Approved by: _____		Date: _____

Exhibit F
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 26, 2024

Signed: Charlotte Mather Taylor

Entity: Areawide Council on Aging of Broward County, Inc

Name: Charlotte Mather Taylor

Title: CEO

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26th day of March, 2024, by Charlotte Mather-Taylor, as C. E. O. for the Areawide Council on Aging of Broward County, Inc. who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Elizabeth L. Lombardo
Print Name: Elizabeth L. Lombardo

State of Florida at Large (Seal)
My commission expires: 8/24/2025

