MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #_____

Contract with: G.A. Food Service, Inc. Effective Date: 1/1/06

Expiration Date: 3/31/06

Contract Purpose/Description: Amendment to extend existing contract with G.A. Foods Inc. to provide food service for the Monroe County Nutrition Program for meals Served for Congregate (Meal Site) and Home-Delivered Meal Program Clients, who are over 60 years of age and for clients of Bayshore Manor Adult Living Facility. Contract amendment will extend service for 2006 until March 31, 2006.

Contract Manager: Janice Drewing (Name) 4523 (Ext.) Social Services/Nutrition Program (Department)

for BOCC meeting on 11/16-11/17-05 Agenda Deadline: 11/1/05

CONTRACT COSTS

Total Dollar Value of Contract: $@ $48,000 Current Year Portion: $approx. $48,000

Budgeted? Yes ☒ No ☐ Account Codes: 125-61531-06-33162OH-_____

Grant: $_____ 125-61532-06-33162OH-_____

County Match: $-0- _____-61504-530-491-Bayshore

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes ☐ No ☑	Sheila A Barker	11-10-05
Risk Management	11-9-05	Yes ☐ No ☑	M. Slaub	11-9-05
O.M.B./Purchasing	11/10/05	Yes ☐ No ☐	Salvatore Tappella	11/10/05
County Attorney	11-9-05	Yes ☐ No ☑	Susan M Grimsley	11-9-05

Comments: _____

OMB Form Revised 9/11/95 MCP #2

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 11/16-11/17-05 Division: Community Services

Bulk Item: Yes X No ___ Department: Social Services/Nutrition

Staff Contact Person: Janice Drewing

AGENDA ITEM WORDING:
Request for Amendment to extend contract G.A. Food Service, Inc. for a period not to exceed 90 days for meals for the Monroe County Nutrition Program and Bayshore Manor Adult

ITEM BACKGROUND:
Due to disruptions from hurricanes in 2005, especially Hurricane Wilma, the Request for Bid Proposals for food service for the Monroe County Nutrition Program and Bayshore Manor Adult Living Facility for 2006 cannot be completed prior to December 30, 2005. There is not sufficient time to compile necessary bid documents in order to complete the request for advertising to the BOCC, meet the advertising time frames, and present the award of bid and contract approval to the BOCC. As such, permission is requested to extend the existing contract with G.A. Food Service, Inc. until March 31, 2006 to continue payment until completion of the bid process for a 2006 service contract. This is necessary to ensure that food will provided in 2006 to clients of the Nutrition Program and Bayshore Manor.

PREVIOUS RELEVANT BOCC ACTION:
Food Service Contract with G.A. Food Service, Inc. approved by the BOCC on December 18, 2002 and amendments.

CONTRACT/AGREEMENT CHANGES:
Continuation of the existing contract until March 31, 2005.

STAFF RECOMMENDATIONS:
Approval.

TOTAL COST: @$16,000/month **BUDGETED:** Yes X No ___
COST TO COUNTY: -0- **SOURCE OF FUNDS: OAA Contract**

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty Amy OMB/Purchasing ___ Risk Management ___

DIVISION DIRECTOR APPROVAL: Sheila Barker
Sheila Barker, Community Services

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 2/05

AMENDMENT TO EXTEND AGREEMENT
Monroe County Nutrition Program

This Amendment to Extend Agreement ("Extension") is entered into this _____ day of _____, 2005 by and between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the state of Florida, ("Sponsor") and G. A. Food Service, Inc., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida ("Provider").

WITNESSETH:

WHEREAS, the parties entered into an agreement dated December, 18, 2002, for provision of meals for the Monroe County Nutrition Program Congregate and Home Delivered Meals programs operated by Sponsor; and

WHEREAS, the agreement expires on December 31, 2005, pursuant to an amendment to the agreement dated November 17, 2004; and

WHEREAS, the parties desire to extend the agreement for an additional three (3) months;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Extension and in the original agreement, the parties agree as follows:

1. Provider shall continue to provide meals pursuant to the agreement dated December 18, 2002 and any amendments thereto until March 31, 2006.

2. Sponsor shall continue to pay Provider under the terms and for the amounts that are currently in effect.

3. All other terms and conditions of the contract dated December 18, 2002, shall remain in full force and effect.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Mayor Pro Tem

(SEAL)
Attest:

By: _____
Secretary

G. A. FOOD SERVICE, INC.

By: _____
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

CONTRACT (AGREEMENT)
FOR FOOD SERVICE

This AGREEMENT made this 18th day of December, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, Hereinafter called the SPONSOR and GA Food Service, Inc. a corporation who's mailing address is 12200 32nd Court N. St. Petersburg, FL 33716 hereinafter called the PROVIDER.

WITNESSETH:

Whereas, the SPONSOR desires to utilize the food preparation facilities of the PROVIDER, for the purpose of providing meals for senior citizens participating in the Older Americans Act Title III-C, Nutrition Program, hereinafter called the NUTRITION PROGRAM, the PROVIDER is willing to provide for said services upon the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations to be performed by the respective parties hereunder, the parties hereby agree and undertake as follows:

1. The PROVIDER hereby agrees to furnish meals, in accordance with Attachments of this Agreement and at the prices therein specified, to citizens participating in the in the Older Americans Act Title III-C, Nutrition Program, such meals to be furnished at each of the Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key.

2. The SPONSOR agrees to reimburse the PROVIDER for meals served according to the aforesaid/agreed upon schedule, payment to be made to the PROVIDER no more than thirty (30) days after the receipt by the SPONSOR of the PROVIDER'S claim. Claims for reimbursement shall be rendered as promptly as practical after the 10th day of each month. It is further agreed that the PROVIDER shall supply to the SPONSOR, Nutrition Program, with the number of meals also to serve the In-Home Services Program.

3. The meals to be supplied by the PROVIDER pursuant to this Agreement are to be in accordance with Attachments B, C, and D. The PROVIDER may, upon request of the SPONSOR, make substitutions for the items on the regular menu, according to the terms specified herein.

4. It is agreed that the SPONSOR must inform the PROVIDER of individual service site orders no later than Friday two weeks prior to the delivery date.

It is further agreed that deliveries of frozen meals will be made to each designate meal site weekly.

5. It is agreed and understood that the number of meals, which the PROVIDER is obligated to provide, shall not exceed 50% above the maximum estimated number. If the SPONSOR desires to have the PROVIDER supply additional meals, the PROVIDER shall be notified accordingly, in advance. In such event, the PROVIDER may, but not be obligated to, furnish additional meals.

6. If additional services are requested by the SPONSOR, the Parties shall mutually negotiate for the additional services, including cost of supplying them to be paid to the PROVIDER.

7. The obligations of the provider under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by Monroe County, Florida and/or availability of funds through contract or grant programs.

8. A reasonable effort will be made by the PROVIDER to supply meals as agreed upon and the PROVIDER will be given thirty (30) days notice of the termination of the Agreement if meals are not provided as specified herein and in Attachments B. C, and D.

9. This Agreement shall continue in effect from January 1, 2003 to and including the 31st Day of December, 2003 at which time, the SPONSOR, will have the option to renew the Contract for one (1) year or two (2) more years.

10. SPONSOR and CATERER agree that $ 2.71 per meal will be the price paid, with maximum payable under this contract to be 55,590 meals, and subject to the availability of funds.

11. This Agreement may be terminated by either party by providing written notice to the other party of its intention to do so thirty-(30) calendar days prior to said termination. This Agreement is not assignable to any person, firm, or corporation and sub-contracts shall not be entered into without the written approval of the SPONSOR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

(SEAL)
ATTEST: Danny L. Kolhage, Clerk

By _____
Deputy Clerk

Board of County Commissioners
Of Monroe County, Florida

By _____
Mayor/Chairman

(SEAL)

(Name of Food Service Provider)

C.A. FOOD SERVICES INC.

By _____
Secretary

By _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 11/25/02