



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                            | <u>2009</u> | <u>2010</u>     | <u>2011</u> | <u>2012</u> |
|---|-------------|-----------------|-------------|-------------|
| Capital Expenditures                    | _____       | _____           | _____       | _____       |
| Operating Costs                         | _____       | <u>25,000</u>   | _____       | _____       |
| External Revenue                        | _____       | <u>(20,000)</u> | _____       | _____       |
| Program Income (County)                 | _____       | _____           | _____       | _____       |
| In-Kind Match (County)                  | _____       | _____           | _____       | _____       |
| <b>NET FISCAL IMPACT</b>                | _____       | <u>5,000</u>    | _____       | _____       |
| # ADDITIONAL FTS POSITIONS (Cumulative) | _____       | <u>0</u>        | _____       | _____       |

Is Item Included In Proposed Budget Yes X No  
 Budget Account No.: Fund 1003 Dept. 145 Unit 1455 Obj. 3401  
 Program Code: TBD Program Period: FY10

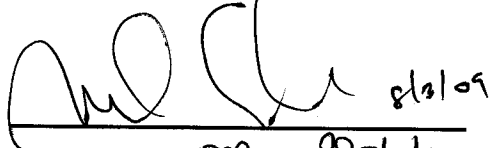
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Community Action Program: Ad Valorem: \$5,000  
 Community Services Block Grant 20,000  
\$25,000

\_\_\_\_\_  
 Departmental Fiscal Review

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

  
 OFMB  
 8/23/09  
 7/31/09

  
 Contract Dev. and Control

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and UNITED WAY OF PALM BEACH COUNTY hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0683258.

Whereas the AGENCY has proposed providing Supportive Services for homeless individuals; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A", "B" and "C". No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

### **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on October 1, 2009 and complete services on September 30, 2010.

### **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Twenty Five Thousand (\$25,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10<sup>th</sup> of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "C." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "C". All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit D) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit E).

3. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2010. Any amounts not submitted by September 30, 2010, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS**

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

#### **ARTICLE 6 - INSURANCE**

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services@. The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of

such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.

- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

#### **ARTICLE 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:**

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida

Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

#### **ARTICLE 9 - NONDISCRIMINATION**

The AGENCY 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, gender identity and expression.

#### **ARTICLE 10 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness.

The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

#### **ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE**

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2010. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

#### **ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS**

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of

1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.



- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:  

**Community Services Department  
Attn: Division of Human Services Grant Coordinator  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**
- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

#### **ARTICLE 14 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

#### **ARTICLE 15 - PUBLIC ENTITY CRIME**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 17 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

#### **ARTICLE 19 - TERMINATION**

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also

be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

#### **ARTICLE 20 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to: Claudia H, Tuck, Director  
Division of Human Services  
810 Datura Street Suite 350  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:  
Wayne Cunningham, Chief Operating Officer  
United Way of Palm Beach County  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426

#### **ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B, C, D and E), this Contract shall control.

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

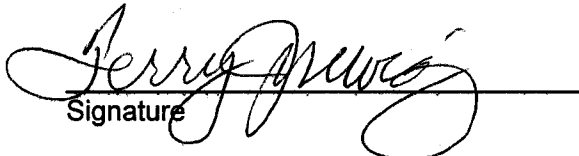
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
John F. Koons, Chairman

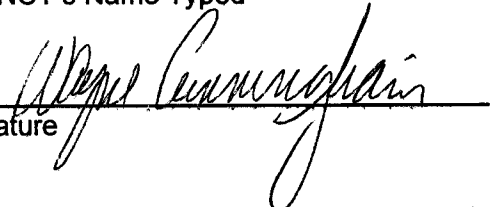
WITNESS:

AGENCY:

  
Signature

United Way of Palm Beach County  
AGENCY's Name Typed

Terry Jurewicz  
Name Typed

BY:   
Signature

59-0683258  
AGENCY's Federal ID Number

Wayne Cunningham  
AGENCY's Signatory Name Typed

Chief Operating Officer  
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services

\_\_\_\_\_  
Assistant County Attorney

By:   
Director, Community Services

**Scope of Work  
Contract for Community Food Alliance**

**DESCRIPTION OF SERVICES:**

The Palm Beach County Community Food Alliance is a group of community organizations that work together to implement a countywide strategic plan to end hunger and improve food security. Presently, there are 95 members of the Alliance, representing 75 different agencies, non-profits, faith-based groups, and county government. Members meet on a quarterly basis.

The Alliance's subcommittees work to integrate systems that address food and nutrition issues; maximize the use of government self-sufficiency programs; increase access to quality; nutritious food for low income households; provide for a coordinated response to disaster needs and improve awareness of health and wellness to all Palm Beach County residents.

The Alliance was formed in 2004 when the members conducted a countywide Food Security Survey. The study reported that in neighborhoods where the median income was \$35,000 or less, one in three households ran out of food before they had money to buy more. That result and others from the study, serve as a basis for the work of the Palm Beach County Community Food Alliance.

The Food Alliance helps promote communitywide projects such as the National Association of Letter Carriers "Stamp Out Hunger" food drive, Summer Meals Program, The Happy Kitchen/la cocina alegre™, Gleaning, Project Thanksgiving, Food for Families, and SHARE (Self Help and Resource Exchange). Additionally the Community Food Alliance will continue to support disaster planning efforts.

**MONITORING / REPORTING:**

A monthly desk audit by the County will be completed to determine programmatic and fiscal compliance.

**BILLING / PAYMENTS:**

Funding from the County will be matched by United Way for the support of the salary/benefits and related expenses of the Community Food Alliance Coordinator.

By the 10<sup>th</sup> of each month, the Provider must submit for Community Food Alliance Coordinator, **Exhibit E** along with back up documentation sufficient to establish the expense was incurred. **Exhibit D** must also be attached to any request for payment certifying these expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by September 30, 2010.

## Palm Beach County Community Food Alliance

### Mission

The Palm Beach County Community Food Alliance is a group of community organizations that work together to assure that all Palm Beach County residents have access to and obtain safe, sufficient, culturally acceptable nutritious food through a sustainable system that maximizes self-reliance, social justice and health. Formed in 2004, the Alliance has membership more than 75 different agencies, nonprofits, faith-based groups, and county government and is currently funded by the United Way of Palm Beach County, Children's Services Council, Palm Healthcare Foundation Inc. and Palm Beach County Division of Human Services.

The core activities of the Food Alliance focus on:

- Improving the systems that address food and nutrition issues
- Maximizing the use of government self-sufficiency programs
- Increasing access to quality, nutritious food to low income households
- Improving awareness of health and wellness to all Palm Beach County residents.

### Alarming Statistics

The data on food insecurity (when the availability or the ability to acquire nutritionally adequate food is uncertain or limited) in Palm Beach county is frightening. In a Food Security Survey, conducted by the County, **1 in 3 households** with incomes less than or equal to \$35,000 **ran out of food before they had money to buy more**. During a door to door survey of 128 households with children, fully 20% of these households cut the size of children's meals because there was not enough money for food and in 5.5% of the households, children did not eat for an entire day.

While there are over 80 community food providers (food pantries and soup kitchens that play a critical role in feeding the food insecure population), the food supply chain and distribution process for these organizations is fragmented and inefficient. In addition, the share of food received by Palm Beach County from the USDA-funded Emergency Food Assistance Program (TEFAP) has declined a minimum of 10% per year for the last 3 years. Since 2002, the total TEFAP distribution in the state of Florida has declined by over 50%.

### Community Initiatives

The Food Alliance helps promote communitywide projects such as the National Association of Letter Carriers "Stamp Out Hunger" food drive, Summer Meals Program, The Happy Kitchen/la cocina alegre™, Gleaning, CBS12's Project Thanksgiving™, Food for Families, and SHARE (Self Help and Resource Exchange). In addition, the Alliance is examining ways to improve the effectiveness and efficiency of the community food provider supply chain.

### **Food Recovery and Delivery**

Food banks such as Daily Bread Food Bank play a critical role in the distribution of food to agencies who serve the food insecure population. Other organizations like Palm Beach Harvest and the Community Food Truck (managed by Northwood Baptist Church) play an important role in the collection and transportation of surplus and donated food to these non-profit agencies. Since January 2007, the Community food truck has picked up over 187,530 pounds of frozen meat, vegetables, deli and other items from 12 Publix Supermarkets within Palm Beach County and delivered to six of the largest soup kitchens in the area. There are significant opportunities to increase food recovery within the county.

### **Gleaning**

Gleaning projects benefit food programs and food pantries that feed the hungry in Palm Beach County. Gleaning is a process in which volunteers pick produce that is edible but would otherwise go to waste during the harvesting process. The fresh, nutritious food is then distributed through the Daily Bread Food Bank and other food pantries to food insecure households. Managed by C.R.O.S. Ministries, over 156,000 lbs. of produce was gleaned during the 2007/2008 season by 988 volunteers in 19 gleaning projects.

Current farming partners include:

- RC Hatton – Belle Glade, FL
- Green Kay Farms - Boynton Beach, FL
- Bety Farms – Boynton Beach, FL
- Green Pepper Farm – Loxahatchee, FL
- R & S Export Inc – Lake Worth, FL
- PERO Farm – Delray Beach, FL
- Dubois Farms – Boynton Beach, FL
- J & J Produce – Loxahatchee, FL
- Central America Produce – Pompano Beach, FL
- East Coast Farms – Lantana, FL

The Food Alliance is currently exploring ways to expand the gleaning process.

### **SHARE**

SHARE (Self Help and Resource Exchange) is a food cooperative that helps households stretch their food budget and increase their access to nutritious foods. For just \$18 a month, households can purchase food that would cost them \$40 or more in grocery stores. The food is the same quality as found in stores. Currently, there are 32 SHARE sites in Palm Beach County.

### **Awareness & Education**

The Happy Kitchen/la cocina algre™

The Happy Kitchen/la cocina algre™ is a program that trains social, health care and education workers on how to teach cooking and nutrition classes to diverse communities. Using the successful "Happy Kitchen" Curriculum, trainers teach participants not only cooking, but also food budgeting, nutrition, and food safety. The curriculum is designed to be taught to the primary food purchaser and cook in the household, and can be customized for each community, depending on the audience.



## Exhibit B 2

Trainers are taught culturally appropriate and nutritious meal preparation and then deliver the training in community organizations. Three "Train the Trainer" classes have been conducted, and training has been provided to three dozen participants.

### **Project Hunger Partnership**

United Way of Palm Beach County and CBS12 partnered to form Project Hunger, a multi-year project to raise public awareness and to stop hunger in Palm Beach County. WPEC has committed its station's resources and community service airtime. As part of this partnership, United Way and WPEC combine resources to raise money for Project Thanksgiving. This program provides Thanksgiving meals to more than 10,000 families. With the help of donations from the community and corporate sponsors Winn Dixie, Wachovia and the Palm Beach Kennel Club, more than \$99,000 was raised in 2006.

### **2008 Older Adult Nutrition Survey**

The Palm Beach County Older Adult Nutrition Survey 2008 was a collaborative effort among United Way of Palm Beach County, the Palm Beach County Community Food Alliance, Florida International University, Area Agency on Agency of Palm Beach/Treasure Coast, Inc. and the Palm Beach County Health Department.

Results reveal the limitations the older adults surveyed have in accessing nutritious and adequate food. Limitations include household income, store locations and transportation used to obtain food, and the ability to handle personal care and everyday household chores including meal preparation. In addition, the survey examined the services older adults need to lead healthier and more fulfilling lives.

Based up on the results, strategic planning is already underway to improve food access for older adults. During the survey, many older adults stated they were not receiving food stamps because they had never applied or did know how to apply. United Way, PBC Community Food Alliance and the Department of Children and Families, which oversees the food stamp program, are developing a plan of action to assist those adults in applying.

Community Food Alliance  
2009-2010 Budget

|                                | UW            | PBC           | Total         |
|--------------------------------|---------------|---------------|---------------|
| <b>Salary</b>                  | 12,569        | 25,000        | 37,569        |
| <b>Employee Benefits/other</b> |               |               |               |
| a. FICA                        | 2,874         |               | 2,874         |
| b. FI Unemployment             | 123           |               | 123           |
| c. Workers' Compensation       | 192           |               | 192           |
| d. Insurance                   | 7,346         |               | 7,346         |
| e. 401k                        | 3,006         |               | 3,006         |
| Sub-Total Salaries & Benefits  | 13,541        |               | 13,541        |
| <b>Other</b>                   |               |               |               |
| a. Travel/Transportation       | 1,100         |               | 1,100         |
| b. Postage & Shipping          | 500           |               | 500           |
| c. Office Supplies             | 500           |               | 500           |
| d. Program Supplies            | 635           |               | 635           |
| e. Printing                    | -             |               | -             |
| Sub-Total Other expenses       | 2,735         |               | 2,735         |
|                                | <u>28,845</u> | <u>25,000</u> | <u>53,845</u> |

TOTAL

**Exhibit D**

Date \_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST: \$ \_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

I hereby certify that by personal examination of the records of this Provider that these expenses, as supported by the attached statements, were made on behalf of this provider for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document # \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Director

This 'Cover Sheet' should be prepared on your organization's official letterhead stationery. Your letterhead should include your organization's telephone number and must be signed by your Director.

MONTHLY EXPENDITURE REPORT

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

EXPENDITURE CATEGORIES    MONTHLY TOTAL    YEAR TO DATE TOTAL

NAME OF EMPLOYEE \_\_\_\_\_

PERSONNEL SERVICES

Salaries                    \$ \_\_\_\_\_ \$ \_\_\_\_\_

    a. Withholding        \_\_\_\_\_

    b. FICA                \_\_\_\_\_

    c. Medicare            \_\_\_\_\_

EXPENSES

    1. Mileage             \_\_\_\_\_

    2. Training            \_\_\_\_\_

    3. Rent                \_\_\_\_\_

    4. Telephone          \_\_\_\_\_

Total Expenses        \$ \_\_\_\_\_ \$ \_\_\_\_\_

Grand Total            \$ \_\_\_\_\_ \$ \_\_\_\_\_

I hereby certify the above information to be true and correct as reflected in our books and records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2008

PRODUCER (561)278-0448 FAX (561)278-2391  
**Weekes & Callaway, Inc.**  
 3945 W Atlantic Avenue  
 Delray Beach, FL 33445  
 Leon A. Weekes:jc

INSURED **United Way of Palm Beach County, Inc.**  
 2600 Quantum Blvd.  
 Boynton Beach, FL 33426

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

|   |              |
|---|--------------|
| INSURERS AFFORDING COVERAGE                 | NAIC #       |
| INSURER A: <b>Philadelphia Indemnity</b>    | <b>18058</b> |
| INSURER B: <b>Florida Retail Federation</b> | <b>10700</b> |
| INSURER C: <b>Scottsdale</b>                | <b>41297</b> |
| INSURER D:                                  |              |
| INSURER E:                                  |              |

## COVERAGES

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

| INSR ADD'L TR. INSR | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|---------------------|---|---------------|----------------------------------|-----------------------------------|---|
| A                   | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Professional Liab</b><br><input checked="" type="checkbox"/> <b>Blanket Add'l Ins.</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK348752    | 12/04/2008                       | 12/04/2009                        | EACH OCCURRENCE \$ <b>1,000,000</b>   |
|                     | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>   |               |                                  |                                   |   |
|                     | MED EXP (Any one person) \$ <b>5,000</b>  |               |                                  |                                   |   |
|                     | PERSONAL & ADV INJURY \$ <b>1,000,000</b>   |               |                                  |                                   |   |
|                     |   |               |                                  |                                   | GENERAL AGGREGATE \$ <b>2,000,000</b>   |
|                     |   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>  |
| A                   | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  | PHPK348752    | 12/04/2008                       | 12/04/2009                        | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                                 |
|                     | BODILY INJURY (Per person) \$   |               |                                  |                                   |   |
|                     | BODILY INJURY (Per accident) \$   |               |                                  |                                   |   |
|                     | PROPERTY DAMAGE (Per accident) \$   |               |                                  |                                   |   |
|                     | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$  |
|                     |   |               |                                  |                                   | OTHER THAN EA ACC AGG \$  |
| A                   | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$ <b>10,000</b>   | PHUB100345    | 12/04/2008                       | 12/04/2009                        | EACH OCCURRENCE \$ <b>1,000,000</b>   |
|                     | AGGREGATE \$ <b>1,000,000</b>   |               |                                  |                                   |   |
|                     | \$  |               |                                  |                                   |   |
| B                   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | 52032297      | 12/04/2008                       | 12/04/2009                        | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
|                     | E.L. EACH ACCIDENT \$ <b>500,000</b>  |               |                                  |                                   |   |
|                     | E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>  |               |                                  |                                   |   |
|                     | E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>   |               |                                  |                                   |   |
| C                   | OTHER<br><b>Special Events GL Policy</b>  | CLS1513346    | 06/20/2009                       | 06/20/2010                        | <b>General Aggregate - \$1,000,000</b>  |
|                     | <b>Each Occurrence - \$1,000,000</b><br><b>No Deductible</b>  |               |                                  |                                   |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Palm Beach County board of county Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Community Services are listed as an additional insured with respects to General Liability when required by written contract as per form PI-NP-003 (09/03) attached.**

## CERTIFICATE HOLDER

## CANCELLATION

**Palm Beach County**  
 c/o Community Services Department  
 810 Datura Street  
 West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
**Leon A. Weekes/DANAH**



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.