

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: November 16, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Action Program

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**I. EXECUTIVE BRIEF**

**Motion and title:** Staff recommends motion to approve: Contract with Christians Reaching Out to Society, Inc. (CROS), for the period of October 1, 2010, through September 30, 2011 in an amount not to exceed \$43,000 to provide Gleaning Services.

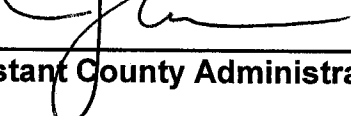
**Summary:** The Community Action Program (CAP) has received funds from the Department of Community Affairs to provide nutrition support services. As a result, CAP is contracting with CROS to provide gleaning services to homeless shelters, day care centers, senior centers, and emergency food pantries. Gleaning is the gathering of excess produce after the fields have been harvested. The contract is funded through a combination of State grant and County funds. (Community Action Program) Countywide (TKF)

**Background and Justification:** Since 1999, the County has partnered with CROS to serve economically disadvantaged residents of Palm Beach County. The 2004 Countywide Food Security Survey identified a need for nutritional food resources in low income neighborhoods and households. The Gleaning Services coordinated through a full-time basis coordinator will meet the needs of the targeted population. The addition of this gleaning project, on a full time basis, further strengthens food resources in targeted communities.

**Attachments:**  
Contract

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Recommended by:		<u>10/28/10</u>
	Department Director	Date

Approved By:		<u>11/1/10</u>
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>43,000</u>	_____	_____	_____	_____
External Revenue	<u>(34,400)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>8,600</u>	_____	_____	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes X No  
 Budget Account No.: Fund 1003 Dept. 145 Unit 1455 Obj. 3401  
 Program Code TBD Program Period: FY11

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

Taruna Malhotra  
 Departmental Fiscal Review: 10/20/10

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]  
 OFMB

[Signature] 10/29/10  
 Contract Administration

### B. Legal Sufficiency:

[Signature] 11/1/10  
 Assistant County Attorney

This Contract complies with our  
 contract review requirements.

### 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 \_\_\_\_\_, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Christian's Reaching Out to Society, Inc. (CROS) 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 59-1802917.

Whereas the AGENCY has proposed providing Supportive nutritional services for low-income 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" 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, 2010 and complete services on September 30, 2011.

### **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed \$ Forty Three Thousand dollars (\$43,000) 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 F) 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.
6. Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of .25% where applicable; to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

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, 2011. Any amounts not submitted by September 30, 2011, 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, familial 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 it's 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, 2011. 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 three (3) years after completion or termination of this Contract. 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.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: Community Action Program Coordinator  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the AGENCY'S fiscal year.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **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- DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

#### **ARTICLE 20 - 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 21 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

James Green  
Community Action Program  
810 Datura Street Suite 350  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Rev. Pam Cahoon, Executive Director  
Christians Reaching Out to Society, Inc.  
301 1<sup>st</sup> Avenue South  
Lake Worth, Florida 33460

**ARTICLE 22 - 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" and "C"), 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

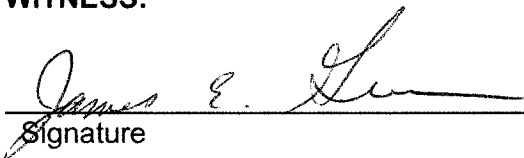
BOARD OF COUNTY COMMISSIONERS

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

BY: \_\_\_\_\_  
Burt Aaronson, Chair


WITNESS:

AGENCY:

  
Signature

Christians Reaching Out to Society, Inc.  
AGENCY's Name Typed

James Green  
Name Typed

BY:   
Signature

59-1802917  
AGENCY's Federal ID Number

Reverend Pamela Cahoon  
AGENCY's Signatory Name Typed

Executive Director  
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:   
Channell Wilkins, Director  
Community Services



## **SCOPE OF WORK**

### **DESCRIPTION OF SUPPORTIVE SERVICES FOR CROS MINISTRIES AS OUTLINED IN EXHIBIT C:**

The Department of Community Services and C.R.O.S. Ministries have been collaborating to serve economically disadvantaged residents of Palm Beach County since 1999. This particular collaborative approach adds United Way to the partnership, creating a public sector, faith-based sector and non-profit funder, all supporting a concerted effort to bring food resources to low income individuals identified in the 2004 Countywide Food Security Survey. The survey findings have also resulted in an effort to better coordinate the distribution of food resources into economically disadvantaged neighborhoods, particularly as those resources relate to fresh produce. Fresh produce is often too expensive and/or of poor quality in the low income neighborhoods; yet the addition of fresh fruit and vegetables adds much needed nutrition to the diet, promoting health and wellness and proper development. Thus far, this collaboration has successfully increased the number of SHARE sites and Summer Lunch Sites in targeted low income neighborhoods. The addition of this Gleaning Project, on a full time basis, further strengthens food resources in targeted communities.

### **PROGRAM DESCRIPTION:**

Gleaning is the gathering of excess produce after the fields have been harvested. The program will recruit and coordinate gleaning opportunities through local church, civic and non profit agencies as well as targeted Beacon Center neighborhoods which are centers located at three elementary schools in the county to develop strong neighborhood relationships, opportunities and support systems. The produce will then be transported and distributed to designated sites of the Palm Beach County Community Food Alliance, homeless shelters, day care centers, senior centers, and emergency food pantries. This contract supports one (1) FTE to coordinate gleaning, recruit SHARE and Summer Lunch sites and engage targeted Beacon Centers identified by the Community Food Security Council to participate in gleaning opportunities. CROS ministries and Northwood Baptist Church, as members of the Community Food Alliance, propose to expand the produce recovery infrastructure in order to increase the amount of produce and donated food commodities that will enter the Community Food Providers supply chain. Attached is the proposal submitted by C.R.O.S. Ministries which outlines the Gleaning Program Goals (**Exhibit B**).

### **MONITORING/REPORTING:**

A monthly desk audit by the County will be completed to determine programmatic and fiscal compliance. The Provider must submit by the 10<sup>th</sup> of each month, a Status Report (**Exhibit D**) to the County.

Monitoring of Gleaning Services will be completed by the County annually.

**BILLING/PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit documentation of full time employment of the Gleaning staff person. The Provider must submit **(Exhibit E)** along with back up documentation sufficient to establish the expense was incurred. **(Exhibit F)** 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 Community Services by September 30, 2011.

**CROS Ministries**  
**Gleaning Food Recovery Program**  
**2010-2011 Program Goals**

The operational plan of the Gleaning/Food Recovery Program will include:

1. Recruitment of a minimum of 1,200 volunteers.
2. 180,000 lbs of produce will be gleaned, depending on weather.
3. Recruitment of 1 additional farmer who will allow gleaning to occur on their property.
4. Hold 1 field supervisor volunteer training.
5. Hold 1 volunteer appreciation event to thank and recognize volunteers.
6. Refer 3 new Summer Lunch sites.
7. Promote the SHARE program through contacts and visits to local churches and organizations and by making at least 5 presentations with the aim of securing 2 new host sites.
8. Attend 75% of the Community Food Alliance meetings related to gleaning and food recovery and distribution.

**Christians Reaching Out to Society, Inc. (CROS Ministries)**  
**Gleaning Program Budget**  
**October 1, 2010 - September 30, 2011**

	2010 Budget	2011 Budget	PBC BCC 2010 - 2011	Palm Beach County 10/10- 09/11	United Way 07/10 - 06/11 \$83,357	Town of Palm Beach United Way \$20,000 04/10 - 03/11	Allegany Tau Grant \$1,000 04/10 - 03/11	CROS Funding
<b>Expense</b>								
1FTE Gleaning Program Director								
Salary	40,000	41,000	40,750	40,750				-
FICA	2,480	2,542	2,527		2,527			-
MCARE	580	595	591		591			-
Worker's Comp	128	141	138		138			-
Unemployment	378	378	378		378			-
Health/Dental Insurance	5,018	5,520	5,395		5,395			-
Continuing Education	700	735	726					726
Pension	529	1,230	1,055		1,055			-
Travel	1,760	3,264	2,888					2,888
Gleaning Supplies (40/52 events X \$20 avg.)	800	1,040	980			980		-
Truck Rental and Gas for Gleaning Events	5,000	6,760	6,320			6,320		-
Grants	70,000	74,000	74,000		64,000	10,000		-
Photocopying & Printing	1,600	1,680	1,660					1,660
Office Supplies	800	840	830					830
Office Rent	in kind	in kind	in kind					
Office Utilities	2,225	2,336	2,308					2,308
Telephone	1,361	1,497	1,463					1,463
Volunteer Expense	-	1,040	1,040		241			799
Operational Costs	44,880	47,124	46,563					46,563
Enhancement of accounting system	13,500	13,500	13,500	2,250	9,034	2,216		-
Liability Insurance	440	495	484			484		-
	<b>\$ 192,179</b>	<b>\$ 205,717</b>	<b>\$ 203,595</b>	<b>\$ 43,000</b>	<b>\$ 83,357</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>57,238</b>
<b>Income</b>								
United Way	83,357							
Palm Beach County	43,000							
Town of Palm Beach United Way	20,000							
Allegany Franciscan Tau Grant								
CROS Funding	57,238							
	<b>\$ 203,595</b>							

funds depleted by grant period

MONTHLY STATUS REPORT

Month	# of Volunteers	# of lbs. of Produce Gleaned	# of Farms Recruited	# of Field Supervisor Trainings	Volunteer Appreciation Event	# of New Summer Lunch Sites	# of SHARE Presentations	# of CFA Meetings Attended
October								
November								
December								
January								
February								
March								
April								
May								
June								
July								
August								
September								
TOTALS								

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

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 # \_\_\_\_\_.

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

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2010

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	<b>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.</b>	
<b>PHONE</b> -(866) 283-7122 <b>FAX</b> -(847) 953-5390	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> 222001-CHRISTIANS REACHING OUT TO SOCIETY, INC. 301 1ST AVENUE S Lake Worth FL 33460 USA	<b>INSURER A</b> Princeton Excess & surplus Lines Ins.	10786
	<b>INSURER B</b> LM Insurance Corporation	33600
	<b>INSURER C</b>	
	<b>INSURER D</b>	
	<b>INSURER E</b>	

Holder Identifier:

**COVERAGES**      SIR applies per terms and conditions of the policy

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> SIR \$1,000,000  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N2-A3-RL-0000017-00	12/31/2009	12/31/2010	EACH OCCURRENCE	\$4,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	
						RED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/CP AGG	
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> SIR \$1,000,000	N2-A3-RL-0000017-00	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (EA accident)	\$4,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY	EA ACC
							ACC
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUP <input checked="" type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	N2-A3-RL-0000017-00	12/31/2009	12/31/2010	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / P-PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED (Mandatory in NH) If not, details under SPECIAL PROVISIONS below	EW565N289249019	12/31/2009	12/31/2010	<input checked="" type="checkbox"/> WC STATUS- POLICY LIMIT <input type="checkbox"/> OTHER	
						EL EACH ACCIDENT	\$1,000,000
						EL DISEASE-EA EMPLOYEE	\$1,000,000
						EL DISEASE-POLICY LIMIT	\$1,000,000
		<b>OTHER</b>					

Certificate No: 570037516271

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Florida Annual Conference of the United Methodist Church is an authorized self insurer for; Auto Liability Certificate #3831; Workers Compensation # 999-09749 \$500,000 SIR.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS c/o Community Services 810 Datura St 350 WEST PALM BEACH FL 33401 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREFOR THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>
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