PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

					
Meeting Date: Nov	ember 5, 2013		Consent Ordinance	[] []	Regular Public Hearing
Department Submitted By: Submitted For:	Community Servi	<u>ces</u>			
				<u> </u>	
	<u>I. EXE</u>	CUTIVE	BRIEF		•
Financial Assistance	e with Christians Re	aching C	out to Society	, Inc. fo	tract for Provision of r the period October 1, d \$49,000 to provide
gleaning opportuniti to develop strong Gleaning is the gath produce is distribut emergency food pa CROS and United Va and vegetables are addition of these re-	es through local chuneighborhood relatering of excess proted to homeless sometimes. This project way to bring fresh programme usually too expensionroes adds much	arch, cividationship oduce at shelters, t is a col oduce in sive and	and non-prose, opporturiter the field day care of laboration beto low-incoming for of poor nutrition to	ofit ager nities and s have centers, etween he neigh quality the dief	recruit and coordinate ncies within the County and support systems. been harvested. The senior centers, and Palm Beach County, borhoods as fresh fruit in these areas. The and promotes health Program) Countywide
serve economically Food Security Surv neighborhoods and basis coordinator w	disadvantaged residuely identified a new households. The Control of the control of the needs will meet the needs	lents of F ed for n Gleaning of the t	Palm Beach utritional fo Services co argeted pop	County. od resc oordinat oulation	thered with CROS to The 2004 Countywide ources in low income ted through a full-time . The addition of this resources in targeted
Attachments: Con	tract for Provision o	of Financ	ial Assistan	ce	
==========		I II II II II II II			
Recommended By	:Clall	1			10/21/13
	Department Dire	ctor			Date
Annuovad Div	() to				10/29/3
Approved By:	Assistant County	Admini	strator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	49,000			***************************************	
External Revenue	(49,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					
is Item Included In Curr Budget Account No.: Fund 1003 Dept 145 B. Recommended S Funding source is	Unit 1455 (Object 3401	_Program	npact:	od
C. Departmental Fis		una Malhotra,	Director, F	inancial &	Support Svo
	III. REVIE	W COMMENT	<u>rs</u>		
A. OFMB Fiscal and	or Contract De	velopment a	nd Contro	l Comment	ts:
Susu New OFMB KN CO	any 10/22/1	3 Contrac	ct Develop	Jour and Co	ontrol 0
B. Legal Sufficiency	:				
Chief Assistant Co	/o/s ounty Attorney	24/3			
C. Other Departmen	t Review:				
Department Direct	or		•		

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	, 2013, by and between	the Board
of County Commissioners of Palm	Beach County,	Florida, hereinafter referred	l to as the
COUNTY, and Christians Reachin	ng Out to Socie	ety, Inc. hereinafter referred	to as the
AGENCY, a not-for-profit corporati			
whose Federal Tax I.D. is 59-18029			ŕ

ARTICLE 1 - SERVICES

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:

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. 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, 2013 and complete services on September 30, 2014.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed <u>Forty-nine thousand dollars (\$49,000)</u>. The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" All requests for payments of this Contract shall include the following:

- 1. An original cover memo (Exhibit E) on AGENCY letterhead signed by the Chief Executive Officer.
- 2. 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."
- 3. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".

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, 2014. Any amounts not submitted by September 30, 2014, 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 - <u>AMENDMENTS TO FUNDING LEVELS</u>

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 DEPARTMENT director. 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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. <u>Right to Review</u> 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

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, misspent or unspent.
- F. The AGENCY must maintain separate financial records for the gleaning program contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. The gleaning program cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed. The agency will provide a final close out report and Financial Reconciliation Statement as set forth in Exhibit "F" on accounting for all funds expended hereunder no later than 30 days from the contract end date.

ARTICLE 12 - 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 Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 13 - 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 13, Paragraph A.
- D. In the statement specified in Article 13, 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 14 - 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 15 - 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 16 - 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 17 - 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 18- 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, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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:

James Green, CAP Coordinator 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 1st Avenue South Lake Worth, Florida 33460

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, 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.

ARTICLE 22 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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 & Comptrolle	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
BY:	BY:
Clerk & Comptroller	Steven L. Abrams, Mayor
WITNESS:	AGENCY:
Signatura	Christians Reaching Out to Society, Inc.
Signature	BY: A Carlo Carlon
Name Typed	Signature
59-1802917	Reverend Pamela Cahoon
AGENCY's Federal ID Number	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
	By:
Assistant County Attorney	Channell Wilkins, Director Community Services

SCOPE OF WORK

DESCRIPTION OF SUPPORTIVE SERVICES FOR CHRISTIANS REACHING OUT TO SOCIETY, INC. (CROS MINISTRIES):

The DEPARTMENT and CROS MINISTRIES have been collaborating to serve economically disadvantaged residents of Palm Beach County since 1999. This particular collaborative approach adds the United Way of Palm Beach County and the Town of Palm Beach 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 individuals with low income identified in the 2004 Countywide Food Security Survey. The survey findings 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. The Palm Beach County Food Bank estimates that 54 million pounds of produce goes to waste every year. The Food Bank has also calculated that 32 million pounds of food is needed to ensure that no one goes hungry in our community. CROS' gleaning program increases the amount of fresh produce into the food supply.

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. 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 congregations, civic, and nonprofit agencies. The produce will then be transported and distributed by the Palm Beach County Food Bank to homeless shelters, day care center, senior centers, and emergency food pantries. CROS Ministries proposes to expand the produce recovery infrastructure in order to increase the amount of produce and donated food commodities that will enter the County's food supply chain. Attached is the proposal submitted by CROS Ministries which outlines the Gleaning Program Goals (Exhibit B).

MONITORING/REPORTING:

A monthly desk audit by the County will be completed to determine programmatic fiscal compliance. Monitoring of Gleaning Services will be completed by the County annually.

BILLING/PAYMENTS:

By the 10th of each month, the Agency must submit documentation of the number of pounds gleaned (Exhibit C). (Exhibit D) must also be attached to any request for payment certifying these expenses. The Agency will submit an invoice to DEPARTMENT at .50% of the unit cost per pound in accordance with (Exhibit D). The Agency must submit Exhibit D and Exhibit E along with an invoice reflecting .50% of the unit cost per pound as back up documentation. This will be sufficient to establish the expense was incurred.

All invoice billings for services relative to this agreement must be submitted to DEPARTMENT by September 30, 2014.

CROS Ministries Gleaning Food Recovery Program 2013 – 2014 Program Goals

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

- 1. Recruitment of a minimum of 1,200 volunteers.
- 2. 200,000 lbs of produce will be gleaned, depending on weather.



Christians Reaching Out to Society, Inc.

301 First Avenue South Lake Worth, FL 33460 Phone: (561) 233-9009 FAX: (561) 233-9819

Web: www.crosministries.org

Monthly Report for Gleaning Program

Date	Location	Product	Poundage	1/2 Unit Cost	Total Cost
					0
					0
					. 0
					0
					0
					0
					0
					0
					0
					. 0
				TOTAL	0

Produce Gleaned	Unit Cost per Pound	1/2 Unit Cost
Avacado	2.50	1.25
Cantaloupe	0.95	0.48
Celery	0.90	0.45
Cucumber	1.50	0.75
Eggplant	1.09	0.55
Green Beans	3.23	1.62
Green Peppers	2.13	1.07
Head Lettuce	0.99	0.50
Lime	0.60	0.30
Mango	1.00	0.50
Potatoes	0.48	0.24
Sweet Corn	1.80	0.90
Tomatoes	2.94	1.47



Christians Reaching Out to Society, Inc. C.R.O.S. MINISTRIES IS AN INTERFAITH MINISTRY SERVING PALM BEACH COUNTY AND THE TREASURE COAST

MINISTRIES	
The Caring Kitchen Delray Beach	Exhibit E
Community Food Pantries Belle Glade Delray Beach Indiantown Lake Worth Jupiter Riviera Beach	Date:
ACCESS Program Belle Glade Delray Beach	AMOUNT OF REIMBURSEMENT REQUEST:FOR MONTH OF:
Jupiter Riviera Beach	I hereby certify that by personal examination of the records of this Provider that
After School Snack Program	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.
Camp Outreach	Refer to Palm Beach County Board of County Commissioner Document
Summer Day Camps Belle Glade Delray Beach Lake Worth	#
Gleaning	
Community Advocacy	Rev. Pamela A. Cahoon Executive Director
Rev. Pamela A. Cahoon Executive Director Una James	Contract #
Executive Director	Contract #





301 First Avenue South, Lake Worth, FL 33460 • (561) 233-9009 • (561) 233-9819 (Fax) info@crosministries.org • www.crosministries.org

Mission: C.R.O.S. Ministries is a 501(c)(3) nonprofit organization collaborating with people of different faiths and organizations to create solutions to the unmet needs of people in our community.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION
OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT,
APPROVAL, OR RECOMMENDATION BY THE STATE. REFER TO REGISTRATION #CH20251. 501(c)3 TAX EXEMPT # 59-1802917.
C.R.O.S. MINISTRIES RECEIVES 100% OF EACH CONTRIBUTION.

<u>Financial Reconciliation Statement</u> Exhibit F

Print Name			
Signature		Date	
contract to sig	gn this type of document. Th	CFO or other individual dually authorized as stipme information attached is a true and accurate refunds under the Agreement/Contract.	
	Contract/Agreement, will	enditures in the amount of \$, which p be returned to Palm Beach County by t in accordance with the provisions of the	
OR			
	☐ All funds provided by P provisions of the Agreeme	Palm Beach County were spent in accordance wient/Contract;	ith the
As shown in t	the attached (mark applicable	e box):	
and Christian	Reaching Out to Society ("Ag	gency"") [Contract Number] effectivenancial reconciliation of the funds provided by C	, 2013,

ACORD

CERTIFICATE OF LIABILITY INSURANCE

E(MM/DD/YYYY) 08/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME:						
Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-0105				
Suite 1000 Tampa FL 33607 USA	E-MAIL ADDRESS:						
		INSURER(S) AFFORDI	NAIC#				
INSURED 222001 C.R.O.S. Ministries Christians Reaching Out to Society, Inc. 301 1st Avenue S Lake Worth FL 33460 USA	INSURER A:	Princeton Excess & Surplus Lines Ins Co. 10786					
	INSURER B:	Star Insurance Cor	npany	18023			
	INSURER C:						
Lake worth FL 33460 USA	INSURER D:	•					
	INSURER E:						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	570051055135	DEVI	SION NUMBER:				

THIS IS TO CERTIFY THAT 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 LIMITS SHOWN MAY HAVE BEEN REPOLICED BY PAID CLAIMS.

EX.	CLUSIONS AND CONDITIONS OF SUCH							nown are as requested
INSR LTR	TYPE OF INSURANCE	ADDL S INSR V			(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR \$1,000,000		l	N2-A3-RL-0000017-03 Excess GL SIR applies per policy ter	12/31/2012	12/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO JECT LOC					·	PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SIR \$1,000,000 AUTOS			N2-A3-RL-0000017-03 Excess Auto SIR applies per policy ter	, ,	12/31/2013 tions	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000
В	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION WORKERS COMPENSATION AND			WCE070603412	12/31/2012	12/31/2013	EACH OCCURRENCE AGGREGATE	
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUPED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Excess WC - SIR \$500,000 SIR applies per policy ter		,	X WC STATU- OTH- TORY LIMITS OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County Board of County Commissioners c/o Department of Community Services, a Political Subdivision of The State of Florida, its Officers, Employees and Agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Piish Services Inc. of Florida

ACORD 25 (2010/05)

Palm Beach County c/o Community Services Department Attn: James Green 810 Datura Street West Palm Beach FL 33401 USA

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