

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 12, 2006	<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: Human Services Division

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I. EXECUTIVE BRIEF

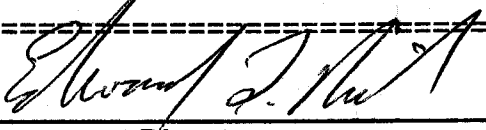
Motion and Title: Staff recommends motion to approve: Contract with Christians Reaching Out to Society (CROS) Ministries, Inc. to provide gleanng services in an amount not to exceed \$42,548 for the period of October 1, 2006, through September 30, 2007.

Summary: CROS Ministries will recruit and coordinate gleanng opportunities through local church, civic and non-profit agencies in the County to develop strong neighborhood relationships, opportunities and support systems. Gleanng is the gathering of excess produce after the fields have been harvested. The produce is transported to the Daily Food Bank to be distributed to homeless shelters, day care centers, senior centers, and emergency food pantries. This project is a collaboration between the County, CROS and United Way to bring fresh produce into low income neighborhoods as fresh fruit and vegetables are usually too expensive and/or of poor quality in these areas. The addition of these resources adds much needed nutrition to the diet and promotes health and wellness. A total of \$42,548 in County funds are included in the FY 2007 budget. County obligations under this contract are subject to budget approval (Human Services) 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 gleanng services coordinated through a full-time basis coordinator will meet the needs of the targeted population. The addition of this gleanng project, on a full time basis, further strengthens food resources in targeted communities.

Attachments: Contract for Provision of Financial Assistance with CROS Ministries Inc.

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Recommended by:		8-16-2006
	Department Director	Date

Approved By:		9-6-06
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	<u>42,548</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>42,548</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In ^{2007 Proposed} Current Budget: Yes X No
 Budget Account No.: Fund 0001 Dept. 148 Unit 1325 Obj. 3401
 Program Code SS11 Program Period: FY07

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

REVIEW
 Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Am. Out 8-23-06
 OFMB 8/23/06

Am. J. J. J. 9/5/06
 Contract Administration
8/23/06

B. Legal Sufficiency:

J. J. J. 9/5/06
 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 _____, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Christians 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 59-1084179.

Whereas the AGENCY has proposed providing Supportive Services for Individuals and families; 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 specifically set forth in the Scope of Work detailed in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit "B." 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").

The AGENCY shall coordinate its services with the DEPARTMENT, and shall submit all invoices, reports and records to the DEPARTMENT, as specifically set forth within Article 9.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2006 and complete services on September 30, 2007.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY's expenses for services rendered, an amount not to exceed Forty-Two Thousand Five Hundred Forty-Eight Dollars (\$42,548) for services provided in FY 2006-2007. The AGENCY will bill the COUNTY on a monthly basis, no later than the 10th 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".

A. 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."

- B. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "C".
- C. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 30th, 2007. Any amounts not submitted by September 30th, 2007, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. 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.
- E. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- F. Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) 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 ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.
- G. 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.
- H. 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 are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach

County.

ARTICLE 5 - 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. Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.

- E. **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.
- F. **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, 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.
- G. **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 6 - 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 attorney's 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 7 - WARRANTIES

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 further warrants that all services shall be performed by skilled and competent personnel. All direct service staff will meet the Department of Children and Families - Alcohol, Drug Abuse and Mental Health (DCF-ADM) professional qualification requirements for licensure. Any changes or substitutions in the AGENCY'S key personnel must be made known to the COUNTY'S representative, prior to the execution of the contract, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

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 8 - 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.

ARTICLE 9 - 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. Reimburse funds to COUNTY that are deemed misused or misspent.
- E. Submit Monthly Billing documents as detailed in Exhibits "E" and "F".
- F. **For all Agencies receiving county funds to provide homeless and shelter related services:** Provider agrees to be a partner agency in the community's Client Management Information System. Provider 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 10 - 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 who 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 11 - 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 number (1).
- D. In the statement specified in number (1), 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 12 - 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 13 - 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 14 - 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 minority and women business enterprises for participation in subcontracting opportunities.

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.

ARTICLE 15 - 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 16 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) 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 17 - NOTICES

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

Claudia 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:

Rev. Pam Cahoon, Executive Director
Christians Reaching Out to Society, Inc.
4401 Garden Avenue
West Palm Beach, Florida 33405

ARTICLE 18 - 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 "B"), 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 and
Comptroller

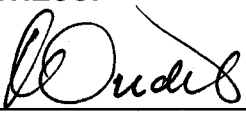
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chairman

WITNESS:



Signature

IAN OUDIT

Name Typed

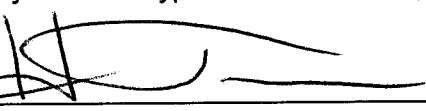
59-1802917

Agency's Federal ID Number

AGENCY:

Christians Reaching Out to Society, Inc.

Agency's Name Typed


BY: _____
Signature

Hank Porcher

Agency's Signatory Name Typed

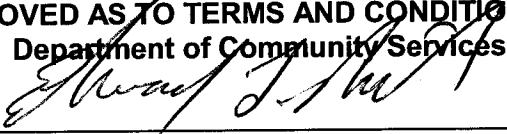
President, Board of Directors

Agency's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: 

Edward L. Rich, Director

Exhibit A

SCOPE OF WORK

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

The Division of Human 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. The produce will then be transported to the Daily Bread Food Bank to be distributed to 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. 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 10th 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 10th of each month, the Provider must submit documentation of full time employment of 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 Human Services by September 30, 2007.

Exhibit B

Gleaning Program Goals FY 2006 - 2007

The Gleaning program is a coordinated effort involving the United Way of Palm Beach County, Daily Bread Food Bank, and Christians Reaching Out to Society (C.R.OS.) Ministries. Currently, two local farmers in Palm Beach County have agreed to allow volunteers to glean produce from their fields. This produce will be distributed to local 501(c) (3) agencies in South Florida. Daily Bread Food Bank will manage the distribution of the produce to its participating agencies, which currently include homeless shelters, elderly homes, day care centers, residential centers for people with mental and physical handicaps, and emergency food pantries.

The primary objective of the gleaning program will include:

1. Locating farmers who will allow their fields to be gleaned and scheduling gleaning events. Recruit one new farmer. (C.R.O.S. Ministries)
2. Volunteer coordination, which will include recruitment, training, retention, and recognition of volunteers. (C.R.O.S. Ministries/United Way Volunteer Center)
3. Minimum of 700 volunteers will participate.
4. Coordinating the transportation and storage of the gleaned produce (Daily Bread Food Bank/C.R.O.S. Ministries)
5. Coordinating the distribution of the produce to agencies that serve food insecure populations. (Daily Bread Food Bank)
6. Engage the two Beacon Centers that the Food Security Council is working with to each participate in at least one gleaning event.
7. Refer five new summer lunch sites.
8. Secure three new SHARE sites.
9. Participate in the Community Food Alliance and its Food Access Committee.

Gleaning Budget
October 1, 2006 - September 30, 2007

Exhibit C

Expense		Palm Beach County	United Way	Carry Over
Gleaning Staffperson Salary	29,431	29,431	-	
FICA	1,825	1,825	-	
MCARE	427	427	-	
Worker's Comp	227	227	-	
Unemployment	22	22	-	
Health/Dental Insurance	5,275	5,275	-	
Continuing Education	400		-	400
Pension	883	883	-	
Travel	1,600		1,600	
Gleaning Supplies (25 events X \$20 avg.)	500		-	500
Truck Rental and Gas for Gleaning Events	3,000		3,000	
Office Supplies and Copies	1,000		-	1,000
Office Rent	in kind			
Office Utilities (12 mo. X \$40)	480		-	480
Telephone	1,500		-	1,500
Administrative Costs	12,389		1,858	882
Enhancement of accounting system	13,000	4,458	8,542	
Liability Insurance	240		-	240
	\$ 72,199	\$ 42,548	\$ 15,000	\$ 5,002
Income				
United Way (October 1, 2006 to June 30, 2007)	15,000			
Palm Beach County	42,548			
Carry over funds	5,002			
	\$ 62,550			

MONTHLY STATUS REPORT

Month	# of Volunteers	# of Gleanings Coordinated	# of Farms Recruited	# of SHARES sites recruited & certified	# of Summer Lunch Sites	Name & # of Beacon Site Gleanings
October						
November						
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						
TOTALS						

MONTHLY EXPENDITURE REPORT
CASE MANAGEMENT SERVICES

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. Enhancement of Accounting	_____	_____
2. Other	_____	_____
a. Truck Rental	_____	_____
b. Office Supplies	_____	_____
c. Training	_____	_____
3. Gleaning Supplies	_____	_____
4. Liability Insurance	_____	_____
5. 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

Exhibit F

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.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/26/06
PRODUCER 1-561-995-6706 Arthur J. Gallagher Risk Management Services Arthur J. Gallagher & Co. (Florida) 2255 Glades Road Suite 400E Boca Raton, FL 33431		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.
INSURED 222001-CHRISTIANS REACHING OUT TO SOCIETY, INC. 4401 GARDEN AVENUE WEST PALM BEACH, FL 33405		INSURERS AFFORDING COVERAGE INSURER A: Princeton Excess Surplus Lines Ins 10786 INSURER B: Continental Casualty 15105 INSURER C: Clarendon Amer Ins Co 43095 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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 Self <input checked="" type="checkbox"/> Insured Retention GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	G2A3EX0000012-01	12/31/05	12/31/06	EACH OCCURRENCE	\$ 900,000	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS - COMP/OP AGG	\$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$100,000 Self <input checked="" type="checkbox"/> Insured Retention	G2A3EX0000012-01	12/31/05	12/31/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 900,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	R2A3FF0000038-01	12/31/05	12/31/06	EACH OCCURRENCE	\$ 10,000,000	
					AGGREGATE	\$ 10,000,000	
						\$	
						\$	
						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	G2A3EX0000012-01 WC128589055-A	12/31/05 12/31/05	12/31/06 12/31/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$ 1,000,000	
B					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	OTHER Excess Liability	XLX00311362	12/31/05	12/31/06	Each Occ	5,000,000	
					Aggregate	5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Fl Annual Conf of the United Methodist Church is an authorized self insurer for: Auto Liability Cert#3699; WC#999-09749-\$400,000 SIR/Emp Liab is shown at aggregate limits. 10Day Notice of Canc for nonpay prem Holder is Additional Insured as respect to General Liability only. Re: Gleaning Program.							

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
c/o Community Services-Georgiana Devine

810 Datura ST 350

WEST PALM BEACH, FL 33401

USA

CANCELLATION

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 