

RESOLUTION NO. 2010- 276

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE SALVATION ARMY FOR THE PURPOSE OF PROVIDING FOOD SHARING SERVICES TO ST. JOHNS COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, the Salvation Army submitted to the County a Summary Report of a proposed Pilot Food Sharing Program; and

WHEREAS, after review of the proposed Pilot Food Sharing Program, and other proposal materials submitted by the Salvation Army, the County desires to contract with the Salvation Army, in order to receive certain specified Food Sharing Services (“Services”); and

WHEREAS, the County, and the Salvation Army, have drafted a Contract (attached hereto, and incorporated herein, including an attached and incorporated Summary Report and other materials), which sets forth the terms, conditions, provisions, and requirements associated with the Services; and

WHEREAS, the County has reviewed the terms, conditions, provisions, and requirements of the Contract and attached and incorporated Summary Report and other materials; and

WHEREAS, the County has determined that the provision of said Services, set forth in the Contract and attached and incorporated Summary Report and other materials is a proper public purpose, and is in the overall interests of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Professional Services Contract between St. Johns County, Florida, and the Salvation Army for the purpose of providing Food Sharing Services to St. Johns County, Florida, and authorizing the County Administrator, or designee, to execute the Contract on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of December, 2010.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk

Pam Halterman
Deputy Clerk

By: [Signature]
Board Chair

RENDITION DATE 12/15/10

CFSA # _____

CFDA # _____

Contract No. _____

STANDARD NONPROFIT CONTRACT/Unit of Service Funding Source: General Fund

**CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
Salvation Army, A Georgia Corporation**

THIS CONTRACT is entered into and effective the **15th** day of **December, 2010**, between St. Johns County, hereinafter referred to as "**COUNTY**" and Salvation Army, A Georgia Corporation a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the St. Johns County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

As outlined in the attached and incorporated Pilot Food Sharing Program, and detailed in the attached and incorporated Narrative/Proposal Summary, The Salvation Army/PROVIDER, will provide Food Sharing—Feed the Hungry Services to those in need who are located within St. Johns County, Florida.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **December 15, 2010** and end **November 30, 2011** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$62,500.00**. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds. The **COUNTY** has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate. **However, in any given month, the PROVIDER may not receive more than 1/10th of the maximum Contract amount. In other words, in any given month, the Provider may not receive more than \$6,250.00.**

The **COUNTY** has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate. **However, in any given month the PROVIDER may not receive more than 1/10th of the maximum Contract amount. In other words, in any given month the Provider may not receive more than \$6,250.00.**

Program	Unit Description	Units purchased by County	Unit rate reimbursed by County	Total
Food Sharing	Unit = 1 meal	105,503 Units	\$0.5924	\$62,499.98

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to St. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (check if included in contract)

- EXHIBIT 1A- Payment Request for Unit rate contract- Due: Monthly by the 20th of the following month.** Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request.
- EXHIBIT 1B - Payment Request for Line item contract- Due: Not Applicable.**
- EXHIBIT 2 – Program/Demographics – Due: April 30, 2011 and October 31,**

- EXHIBIT 3 – Performance Outcomes Report – Due: April 30, 2011 and October 31, 2011.**
- EXHIBIT 4 - Unit Rate Analysis Report – Due: 20 days following the end of each quarter.**
- EXHIBIT 5 - Certificate of Insurance - Insert in contract.**

2. Required Documents

Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due: 180 days following the end of PROVIDER’S fiscal year(s).**

Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**. Copies of monitoring reports must include the **PROVIDER’S** response to the funding agency.

D. Contract Closeout

- √ Partnering for Results: Unit Rate Analysis Report - **Due: 30 days following end of contract.**
- √ Partnering for Results: Final Payment Request - **Due: 10 days following end of contract.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER’S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars (\$300,000.00), then an original, bound audit of the **PROVIDER'S** financial statements must be submitted to the **COUNTY**, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) **does not exceed** three hundred thousand dollars (\$300,000.00), then an original, bound audit is not required, **unless the COUNTY** determines that an independent audit is warranted (base on among other things, the use of such funds), and provides the **PROVIDER** with a written explanation detailing the reason and/or rationale supporting the **COUNTY'S** determination that such an independent audit is warranted. Under those circumstances, the **COUNTY'S** written explanation will set forth the form, format, and timeframe for the independent audit.

An original, bound audit of the **PROVIDER'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of

PROVIDER'S fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "**Audits of States, Local Governments and Non-Profit Organizations**" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

ARTICLE V AMENDMENTS

PROVIDER must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties. **See Attachment I.**

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **PROVIDER** shall furnish Certificates of Insurance to the **COUNTY** prior to the commencement of operations. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***namimg St. Johns County Board of County Commissioners as Certificate Holder*** will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation**– The **PROVIER** shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if four or more) per Florida Statute 440.02.
2. **Professional Liability** – The **PROVIDER** shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence
3. **Comprehensive General Liability** - The **PROVIDER** shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the PROVIDER from claims for damages for bodily injury,

including wrongful death, as well as from claims or property damages which may rise from any operations under this Contract whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the **PROVIDER**.

The General Liability Policy Certificate shall name "**St. Johns County, a political subdivision of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

C. Notice of cancellation or modification

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the **St. Johns County** Risk Manager,
P. O. Box 349, St. Augustine, FL 32085-0349.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).

- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- K. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- L. **That the PROVIDER will comply with, and abide by, all applicable provisions of Chapter 119, Florida Statutes, as it relates to public records, and access to such records.**
- M. **To the extent necessary, the PROVIDER will secure, obtain, and maintain any permits, certificates, authorizations, and/or approvals, necessary to provide the Scope of Services noted in this Contract.**

ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XI NOTICES

Official notices concerning this Contract shall be directed to the following authorized representatives:

PROVIDER:

Name: Jim Spencer
Title: Corps Officer
Agency: Salvation Army, A Georgia Corp.
Address: 1850 SR 207
St. Augustine, FL 32086
Telephone: (904) 824-6880
Fax: (904) 824-8113
Email : jim_spencer@USS.Salvationarmy.org

COUNTY:

Name: Ann Henry
Title: Contracts Coordinator
SJC Social Services/HHS Dept.
Address: 1955 US 1 South, Suite D9
St. Augustine, FL 32086
Telephone: (904) 209-6142
Fax: (904) 209-6141
Email: ahenry@co.st-johns.fl.us

The signatures of the **two** persons shown below are designated and authorized by the **Provider** to sign all applicable reports:

	OR	
Name and Title (Print)		Name and Title (Print)
Signature		Signature

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

ARTICLE XII SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency. **In such a case, to the extent necessary, the COUNTY and PROVIDER will negotiate amended and/or additional terms to this Contract.**

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This **Contract** and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XIV GOVERNING LAW

This **Contract** shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

ARTICLE XV SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this contract, and all applications thereof, not having been declared void, shall remain in full force, and effect.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 11-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ___ day of _____, **2010**,
by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

COUNTY: ST. JOHNS COUNTY

By: Michael D. Wanchick

(Signature of authorized officer)

County Administrator
Title

Date

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**SUMMARY REPORT
FOOD SHARING SUBCOMMITTEE
HOME AGAIN ST JOHNS
Homeless services providers meeting
10/21/10**

PILOT FOOD SHARING PROGRAM

The Food Sharing Subcommittee met three times over the past six weeks culminating in the following pilot program proposal:

Effective November 1, 2010, food sharing in downtown St Augustine will commence behind the Lightner either in the parking lot at Bridge and Granada or under the drive through at the Financial Services Center across the street, pending weather and serving group preference. City will provide trashcans and keep the restrooms open until 7PM, 7 days a week, including holidays with overtime offset by proposed funding from business and civic groups. All groups except Food not Bombs have accepted this venue. Negotiations among the Food not Bombs collective are ongoing. Groups will inspect restrooms prior to closing each night. Mary Lawrence is point of contact for sanitation problems in the areas.

Effective as scheduled: Food preparation, training and certification will commence at St Francis House under the supervision of Bob Richards. PUSH: People United to Stop Homelessness will offset cost of certification for servers unable to pay. Resources such as food and serving supplies will also be available. Various serving groups have already contacted Bob to get started. Bob will provide a schedule to the subcommittee when available.

Effective as scheduled: Mobile serving sites based on GIS map locations will be addressed within the next two to three weeks. Salvation Army and Turning Point Church are currently set up to perform distribution of food, with Turning Point already addressing areas in north St Augustine. Sites requiring support were identified as US 1 North of the Winn Dixie, helipad at Health and Human Services on US 1 S, Holmes and 207 and Hastings. Salvation Army will require volunteers and location for mobile kitchen. Lords Temple in Hastings will require volunteers to collect and unpack current food allocations from retail packaging into meal preparation for approximately 100 people to expand their soup kitchen operation.

Ongoing: Second Harvest continues to reach out to other community agencies, churches or groups who may be eligible for distribution, preparation and serving of safe and healthy food to mitigate waste at the food bank.

Ongoing and evolving: SIFE students from Flagler will begin working with St Francis House for a dinner October 27, with another scheduled for sometime in November. Plan is marketing and collection of non perishables at amphitheatre events and Second Harvest food bank as well as donations from Publix. Lists of activities needing volunteers will be drawn up and SIFE will advertise on campus and in the Record.

Ongoing and evolving: Street card information will be passed to David Hoak for inclusion as scheduled servings come online. Communications of opportunities for involvement will route to David as well, including new sites, gleaning events and SIFE projects.

Communications to the public: Mike Davis, as chair of Home Again St Johns, will handle publicity concerning change of downtown venue, notification of mobile serving sites, and the Just Faith's winter giveaway on 11/21/10 at the new downtown serving site.

The subcommittee will run this pilot program for approximately 3 weeks and reconvene to assess and update activities.

NARRATIVE

I. PROPOSAL SUMMARY (Abstract):

The Salvation Army began as an organization in 1865 in London meeting human needs in a variety of ways. The first offices to serve northeast Florida were opened in 1891, with the opening of a local social service office in St. Augustine in the mid 1980's. Mission Statement: The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

The Salvation Army Food Bank of St. Johns County, acting as a Subsidiary Distribution Organization of The Second Harvest Food Bank, has until September 1, 2010 been providing surplus food to local non-profit agencies who, in turn, distribute groceries or prepared meals to individuals and families who are in need in the community. Lutheran Social Services, the operators of the Second Harvest Distribution Organization in Jacksonville, elected to discontinue the contractual relationship. However, the need to feed the hungry in our community remains and the demands on not for profit nutrition resources has increased with the recent economic downturn and increased unemployment rates.

Therefore, The Salvation Army is proposing to continue our mission of feeding the hungry here in St. Johns County by expanding our existing feeding programs and initiating a mobile feeding program that is focused on the indigent and homeless within our community.

II. ADMINISTRATIVE AND FISCAL CAPACITY

- A. *When did the agency originally incorporate?* Atlanta, Georgia, 1927. However, as stated above we have been serving the St. Johns County community through a local office for over twenty years.
1. Any change to organizational structure since that time? No. We have maintained our mission to reach out in God's name without discrimination to help those most in need.
- B. *How long has agency provided the services for which funding is requested?* The Agency has been providing food assistance since its inception in 1865.
- C. *Does agency hold a controlling interest in any other organization, or is the agency owned or controlled by any other person or organization?* No. The Salvation Army does not hold any controlling interests. Yet, it must be noted that the Salvation Army Food Bank of St. Johns County is a component of Northeast Florida Area Command. The Salvation Army of Northeast Florida is a region of the Florida Division, which reports to The Salvation Army Southern Territory Headquarters based in Atlanta. This makes us part of a Georgia Corporation with a Board of Trustees in Atlanta.

- D. *Does agency have any financial interests in any other business?* NO
- E. *Is there any pending litigation involving this agency or any of its principle officers?* NO
- F. *Have any contracts been terminated due to non-performance or non-compliance in the past three years?* NO

III. **KNOWLEDGE OF THE NEEDS AND EXPERIENCE WITH TARGET POPULATION**

Community Impact

1. **Needs Statement & Service Gaps:** While many of the County's identified service gaps do not fall under the mission of our FEED THE HUNGRY PROGRAM. It is readily understandable that food is one of THE MOST BASIC NEEDS needs of any living being.

The Salvation Army Food Bank of St. Johns County FEED THE HUNGRY PROGRAM addresses hunger and food insecurity. The American Institute of Nutrition defines food security as, "access by all people at all times to enough food for an active, healthy life and includes at a minimum: (a) the ready availability of nutritionally adequate and safe foods, and (b) the assured ability to acquire acceptable foods in socially acceptable ways." Food insecurity exists whenever these conditions are limited or uncertain. Hunger and malnutrition are potential, although not necessarily, consequences of food insecurity.

2. **Target Area & Population:** The Salvation Army Food FEED THE HUNGRY PROGRAM serves individuals and families who are at-risk of hunger and/or inadequate nutrition to maintain their health. County social services indentifies this as a continuing and unmet need in our community and gaps analysis. The Salvation Army is working to fill this gap and can best do so with the assistance of County funding.

Our feeding program relies on the United States Department of Agriculture (USDA) donated commodities under The Emergency Food Assistance Program (TEFAP) which may be distributed to the community. In addition, we currently purchase food and dry goods from wholesale distributors with the help of donations and fund raising efforts. Our Annual Gus Craig Award Dinner proceeds go directly to our FEED THE HUNGRY PROGRAM.

3. Service Gap Response: The program serves persons living in identified service gap zip codes.

- a) **Children:** According to the U.S. Census Bureau's 2004 Small Area Income & Poverty Estimates, 11,976 individuals of whom 3,400 are children living under the poverty level in St. Johns County. According to national research, food insecurity is an early indicator of impoverished families. That is, they tend to give higher priority to paying a bill than to eating. Children may go to school hungry. This affects school performance, nutrition, and health.
- b) **Seniors:** Nationally, 10% of the senior population lives in poverty. The elderly who live in low-income households tend to have lower nutrient intakes than those elderly in households with higher incomes. According to the 2005 U.S. Census, there are 23,744 seniors in St. Johns County, which means that there are about 2374 seniors living in poverty, and another 1,500 near poverty. So, there are nearly 4,000 seniors who are at risk of food insecurity.
- c) **Families:** According to USDA's national data, 23% of all households are food insecure. There are 74,850 housing units in St. Johns county, so according to this percentage, there are 17,000 households in St. Johns County that experience food insecurity.

4. Program Distinctiveness: The Salvation Army FEED THE HUNGRY targets individuals and families in need through a variety of means. These include morning breakfasts served at day labor companies, distribution of groceries to individuals and families through our pantry program. Our goal is to use our mobile canteen to cook and distribute meals directly to people who are in need.

On all fronts we see the needs for food to rise, and the traditional resources decrease. The Salvation Army wants to help meet this need on an expanded and targeted basis, eliminating the middle man, so to speak, by preparing and serving nutritious meals directly to the hungry and by preparing hot packaged meals for distribution for those not in proximity to the mobile kitchen.

B. Prevention:

- 1. Link to Other Services:** The Salvation Army actively participates in the Emergency Services & Homeless Coalition. This is a collaborative networking association which links services between agencies thus providing a continuum of care. As mentioned earlier, since food insecurity is a basic human need, hunger is often the first need to be addressed when a family experiences a financial crisis. Meeting this need is a preventative measure in aiding them with short-term assistance and preventing the need for further social service intervention and assistance that aids in maintaining their self-sufficiency.
- 2. Strengths:** The Salvation Army has a long history of service delivery including mobile feeding programs. The Salvation Army mobilizes in time of war, natural disaster or terrorist attacks and responds with on-site support for military personnel, law enforcement officers and civilians as well as victims of disaster. The Salvation Army is the primary. In addition, several Corps through the United States and other countries operate mobile feeding programs. It is one of our hallmark services.
- 3. Outcomes:** Improved nutrition results in improved health and well being for the service population and mankind on the whole. Again, the Food Bank provides bulk food to agencies. By maintaining our services in the community, we also provide a means of outreach and referral to other agencies and organizations. Feeding is a preventive service and a health service by the provision of nutritious food for well-balanced meals which lead to healthier lifestyles and preventing the need for medical care. The contact with service recipients provides access and referrals to meet and address other unmet needs of the at-risk population.
- 4. Metrics:** This program falls into a prevention category of service. That is, there are documented national studies conducted by USDA and America's Second Harvest (mentioned in other sections of this narrative), that show the ways in which food insecurity affects the functioning of children in school, adults and senior citizens. Distribution of food is both prevention and intervention. If, together, we can help meet those basic needs as discussed in Maslow's Hierarchy of Needs, the individuals helped through this service can move on to higher levels of self-sufficiency such as secure housing, better schooling, improved employment or improved job performance. Additionally, they will experience reduced anxiety, especially on the part of the heads of the households, when hunger is no longer a concern in the family, and a healthier lifestyle when they are able to obtain nutritious food for their meals.

IV. PROGRAM DESIGN/SERVICE DELIVERY/PROGRAM IMPLEMENTATION

A. Description of Service:

The delivery of services can be stated as the acquisition, storage, safe handling, preparation, distribution and delivery of meals to individuals and families who are at-risk of hunger or fear of hunger.

B. Program Design:

1. *Mobile Canteen*

Preparation and direct delivery of meals to program beneficiaries.

2. *Day Labor Worker:*

Preparation and delivery of morning meals and mid-day snacks to workers at local day labor companies.

3. *Congregate Feeding:*

In partnership with faith based organizations, the preparation and serving of meals as designated churches and fellow ship halls.

4. *Targeted population to be served including number of unduplicated participants annually:*

The targeted population of the FEED THE HUNGRY PROGRAM would be any individual or family who requests a meals which is provided at no cost.

5. *Program capacity at a point of time:* The current capacity of available food is 57,000 pounds.

6. *Client eligibility criteria for the program:*

7. *Ratio of staff to clients:*

The current ratio is 2 staff to 51 agencies. The Salvation Army relies on volunteer assistance to help defray operating costs.

8. *Location where services will be provided:*

The Food Bank is located at 1731 Dobbs Road, Suites 7 & 8, St. Augustine, FL 32084. This is a 3,600 square foot leased warehouse with a purchased walk-in cooler and freezer.

9. *Outreach methods:*

Outreach is provided via several methods: word of mouth, print media, food drives, resource directories, and web site.

10. *Outcomes to be measured:*

a) Provide at least 126, 600 prepared and delivered meals to residents of St. Johns County who are experiencing food insecurity.

b) Provide a cost savings to community agencies of at least \$597,000 compared to the retail value of the food.

c) Provide and operate the vehicle by which USDA TEFAP product is distributed, as well as donated and purchased commodities.

11. *Consistent with agency mission and HHSAC criteria:*
Reaching out to the most needy individuals is the purpose of The Salvation Army.

V. PURCHASE OF SERVICES

A. Unit Cost:

1. *What is the unit of direct service for this program?* One nutritious meal.
2. *How much does a unit of service cost to deliver?*
It costs about \$0.5924 per meal to deliver the service.
3. *What is the unit rate reimbursement requested from St. Johns County?*
In Fiscal Year 2010 we are requesting that St. Johns County Purchase The described Unit of Service at the rate of \$0.5924 each
4. *How many units is agency requesting St. Johns County to purchase?*
We are requesting St. Johns County for contract assistance to provide 126,600 UNITS of SERVICE at a cost of \$0.5924 per UNIT of SERVICE for a total contract of \$75,000 for Fiscal Year 2010 – 2011. This represents level funding of our current contract in terms of dollars with a revised UNIT of SERVICE.
5. *Describe the role of other funding sources.*
The Salvation Army contributes to the FEED THE HUNGRY PROGRAM through their fund raising efforts, notable the Annual Gus Craig Award Dinner and the Red Kettle Appeal, as well as direct mailing solicitation, monetary and commodity donations and food drives..

VI. PROGRAM IMPACT

We firmly believe that freedom from hunger is a critical factor in the effective delivery of all other social services, behavioral health and medical care. The impact of hunger – or the fear of being hungry – adversely affects the positive outcomes that may be desired and sought by other human service programs. Human health and behavior are adversely affected by hunger in just a very short time. How many of us could go a single day without a meal and not complain or feel weak? Yet, hunger can be addressed in a matter of moments when healthy and nutritious food is made available. The FEED THE HUNGRY PROGRAM helps to meet this most basic of human needs and provide a welcome method of outreach to direct other services to at critically at-risk people in our community.

VII. ECONOMIC IMPACT: DIRECT COST SAVINGS AND BENEFITS

1. *How does this program provide direct cost savings and economic benefits to the citizens of St. Johns County?*

The provision of food either at no cost to participants relieve pressure on other social service agencies, faith based organizations and government agencies.

2. *What are the direct cost savings to St. Johns County?*

The direct cost savings come in the form of food that is donated through food drives, local grocers, and from USDA Commodities. In the last year, The Salvation Army distributed 55,000 meals to the day laborers and more than 15,000 bags of groceries to families.

3. *What are the direct cost savings to State of Florida programs?*

At a minimum, the program will deliver 126,600 meals. This is based on experience and our recorded performance. It is difficult to measure the adverse impact of hunger in terms of dollars. But we can see the effects in terms of increased deterioration of health and dental problems. Hunger means increased petty crimes such as shoplifting. In the word of Pearl S. Buck, "*Hunger makes a thief of any man.*"

4. *What other direct cost saving economies are realized by the program?*

In addition to the aforementioned savings, the benefit that the St. Johns County receives from The Salvation Army is that of management and general support that is covered from monies outside of the county. This includes administration both locally at the Area Command, and divisional (state) and territorial (regional) management support.

5. *What direct economic benefit flow to St. Johns County as a result of the program?*

The main economic benefit to St. Johns County is the distribution of commodities (prepared as meals) from the United States Department of Agriculture donated commodities under The Emergency Food Assistance Program, as well as food acquired through food drives. However, The Salvation Army social services program also brings to the community a \$100,000 Emergency Services Grant, a FEMA grant, a Challenge Grant, and Florida Power & Light monies to provide further social service assistance. In all, this is significant cost leverage.