

Agenda Item#: **3X3**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 10/17/06      ☒ **Consent**      ☐ **Regular**  
   ☐ **Ordinance**      ☐ **Public Hearing**

**Department**

**Submitted By:**      **PUBLIC SAFETY**  
**Submitted For:**      **Youth Affairs Division**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: contract with The School Board of Palm Beach County, Florida in the amount not to exceed \$18,223.00 for the period of June 5, 2006 through July 28, 2006 for Teachers, Para-professionals, utilities and supplies to the residents of the Highridge Family Center.

**Summary:** This contract provides a remedial instruction program and opportunity for credit award.      Countywide      (DW)

**Background and Policy Issues:** The Palm Beach County Highridge Family Center has in recent years developed a mutually collaborative relationship with the Palm Beach County School Board to provide summer school services to the residents of the Highridge Family Center.

**Attachments:**

1. Executed Agreement with The School Board of Palm Beach County, Florida.

**Recommended by:**

*[Signature]*  
**Department Director**

9/1/06  
**Date**

**Approved by:**

*[Signature]*  
**Assistant County Administrator**

9/25/06  
**Date**

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**HIGHRIDGE FAMILY CENTER/BOARD OF PALM BEACH COUNTY**  
**COMMISSIONERS**

This Contract, entered into on \_\_\_\_\_, 2006, is by and between The School Board of Palm Beach County, Florida and Highridge Family Center/Board of Palm Beach County Commissioners hereinafter referred to as the "School Board" and "Highridge Family Center/Board of Palm Beach County Commissioners", hereinafter referred to as the "Agency".

**WHEREAS** both parties are committed to providing a comprehensive system of care to meet the educational, mental, and social needs of the residents of the Highridge Family Center.

**NOW THEREFORE**, the parties do hereby mutually agree as follows:

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term:**

The term of this Contract shall be from June 5, 2006, through July 28, 2006.

2. **Responsibilities of the Parties:**

The Agency and the School Board agree:

A. The Agency will provide to the School Board:

A lump sum of approximately \$18,223 to fund four (4) teachers, one (1) Para Professional, utilities and supplies on Monday through Friday, June 6 through June 9 and Monday through Friday, July 24 through 28, and seven (7) Fridays June 23, June 16, June 30, July 7, July 14 and July 21, plus, .5 administrator on Fridays during June and July.

B. The School Board will provide the following:

1. A remedial instruction program and opportunity for credit award.
2. Three (3) teachers, one (1) Para Professional, utilities and supplies on Monday through Thursday, June 5 and June 12 through July 20.

3. **Liability:**

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or clauses of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

4. **Non-Discrimination:**

The Agency assures the School Board of Palm Beach County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, handicap, age, or sexual orientation in the operation of its business or provision of services as provided by law.

5. **Governing Law and Venue:**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

6. **Termination:**

The Board, reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination.

7. **Appropriations:**

Obligations of School Board shall cease immediately without penalty or further payment being required if in any fiscal year covered by the Agreement term, School Board fails to appropriate, reappropriate or otherwise made available funds for this Agreement. School Board shall provide written notification to the Company of any impending change in the status of appropriations which may affect this Agreement of which it has notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth,

HIGHRIDGE FAMILY CENTER/BOARD OF  
PALM BEACH COUNTY COMMISSIONERS

By: 

SCHOOL BOARD OF PALM BEACH CO, FL

By: 

THOMAS E. LYNCH  
Chairman of the Board

Attest:

By: \_\_\_\_\_

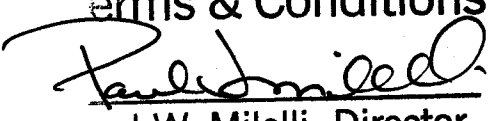
ARTHUR C. JOHNSON, Ph.D.  
Superintendent of Schools

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY 

County Attorney

Approved As To  
Terms & Conditions

  
Paul W. Milelli, Director  
Public Safety Department

  
Date

Revised and Approved as to Legal Form  
and Sufficiency

By: 