

AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING PARTNERSHIP, INC.

This Agreement, is made and entered into the ____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Housing Partnership, Inc. (hereinafter referred to as "Housing Partnership"), a not-for-profit corporation authorized to conduct business in the State of Florida.

WITNESSETH

WHEREAS, Housing Partnership organizes the Bridges at Highland, which is a program that teaches nutrition to students and parents at Highland Elementary School, and is the provider for the Department of Education Full Service Community Schools Project; and

WHEREAS, County, through its Cooperative Extension Service Department conducts a nutritional program in elementary schools; and

WHEREAS, County desires to conduct a nutritional program at Highland Elementary School for Housing Partnership Bridges nutritional program; and

WHEREAS, Housing Partnership desires to provide funding to County to pay for a part time program assistant to conduct the Bridges nutritional program at Highland Elementary School in an amount not to exceed \$21,706; and

WHEREAS, both parties desire to enter into this Agreement; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Housing Partnership, Inc. shall provide County funding to hire a part-time program assistant to conduct the Bridges nutritional program at Highland Elementary School. The funding shall consist of Twelve Thousand Nine Hundred and Nineteen Dollars (\$12,919.00) for salary plus Two Thousand Five Hundred and Nineteen Dollars (\$2,519.00) for fringe benefits; Three Hundred and Sixty Eight Dollars (\$368.00) for travel reimbursement; Five Hundred Dollars (\$500.00) for printing costs; and Five Thousand Four Hundred Dollars (\$5,400.00) for food and supplies for food demonstrations, for a total amount not to exceed Twenty-One Thousand Seven Hundred and Six Dollars (\$21,706.00).
3. Housing Partnership shall pay County on a reimbursable basis in installments, as invoiced monthly by County. The first invoice shall be retroactive to October 1, 2011 to cover expenditures between October 1, 2011 and the date of the invoice.
4. County shall assume full responsibility for the hiring, termination, performance appraisal and payment of wages as described above to the individual filling the position of program assistant to conduct the Bridges at Highland nutritional program. In the event funds provided by Housing Partnership does not cover all expenses related to the part-time program assistant, County shall have no responsibility to continue to employ the part time program assistant.

5. Although an employee of County, the program assistant shall report to the System Director of the Bridges at Highland, while at Highland Elementary School. The System Director will work with the program assistant's supervisor at the County to create a schedule amenable to both the System Director and the County.

6. The part time program assistant hired by the County shall instruct 8 pre-K nutritional lessons at Highland Elementary School in the fall and 8 pre-K nutritional lessons in the spring at Highland Elementary School, each lesson shall be no more than 30 minutes long.

7. The part time program assistant hired by the County shall conduct 4 series of 6 nutritional lessons for parents at Highland Elementary School during the 2011 -2012 school year, with each lesson lasting no more than 2 hours.

8. Housing Partnership shall ensure Highland Elementary School provides desk space, access to a designated copier and wireless internet access to the County in order to perform the Bridges nutritional program.

9. The term of this Agreement shall begin October 1, 2011 and shall terminate on September 30, 2012.

10. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

11. The County's performance and obligation to perform under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

12. Housing Partnership shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement.

13. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. Palm Beach County has established the Office of Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Housing Partnership, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. Housing Partnership warrants and represents that all of its employees and participants in the program are treated equally during employment and during the performance of this Agreement without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

16. Housing Partnership hereby 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.

17. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Housing Partnership certifies that it and 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 Managements Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

19. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Cooperative Extension Service
Attn: Director
531 N. Military Trail
West Palm Beach, FL 33415

If sent to Housing Partnership, notices shall be addressed to:

Housing Partnership, Inc.
Attn: Patrick McNamara
2001 W. Blue Heron Boulevard
Riviera Beach, FL 33404

20. The County and Housing Partnership agree that this Agreement 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 Agreement may be added to, modified, supersede or otherwise altered except by written instrument executed by the parties hereto.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, County and HPI hereby set their hands and seals on the date first written above.

SHARON R. BOCK, CLERK & COMPROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Anne Helgent
County Attorney

By: Audrey R. Norman
Department Director

HOUSING PARTNERSHIP, INC.

[Signature]
Witness

By: [Signature]

Judith C. Bruller
Witness

Date: 9/30/11

12- 0076

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1482 - Cooperative Extension Service

BGRV 100411*004
BGEX 100411*022

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Family, Youth and Consumer Sciences								
1482-310-1200-6600	Contrib/Dontns Frm Privt Srces	2,000	2,000	21,706		23,706		
TOTAL REVENUES		372,061	\$372,061	\$21,706	\$0	\$393,767		
Expenditures								
Family, Youth and Consumer Sciences								
1482-310-1200-1201	1201 Regular Salary	12,795	12,795	123		12,918		
1482-310-1200-4007	Travel-Mileage	0	0	368		368		
1482-310-1200-4701	Printing	0	0	500		500		
1482-310-1200-5201	Materials/Supplies Operating	0	0	5,400		5,400		
1482-310-9900-9902	Operating Reserves	232,246	232,246	15,315		247,561		
TOTAL EXPENDITURES		372,061	\$372,061	\$21,706	\$0	\$393,767		

Signatures

Date

By Board of County Commissioners
At Meeting of October 18, 2011

INITIATING DEPARTMENT/DIVISION

Palm Beach County Cooperative Extension Service

Audrey R. Norman 10/4/2011

Administration/Budget Department Approval

[Signature] 10/13/11

Deputy Clerk to the Board of County
Commissioners

OFMB Department - Posted

WS 10/4/11