

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$14,358</u>	_____	_____	_____	_____
External Revenues	<u>(\$14,358)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____
 Budget Account No.: Fund 1482 Dept. 310 Unit 1201
 Object Various
 Program _____

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

C. Departmental Fiscal Review: Jean McTeer

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

[Signature] 8/17/2012 [Signature] 8/23/12
 OFMB/Budget Contract Development and Control

B. Legal Sufficiency: [Signature] 8/15/12 (sc)
Anne Helgand 8/29/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY AND
HOUSING PARTNERSHIP, INC.

This First Amendment, is made and entered into the ____ day of _____, 2012, 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, on October 18, 2011, County entered into an agreement (R 2011-1642) with Housing Partnership, herein referred to as "Agreement", whereby the County and Housing Partnership agreed that Housing Partnership will provide funding to County to support a part-time program assistant to conduct a nutrition program at Highland Elementary School; and

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

WHEREAS, Housing Partnership desires to continue 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 \$14,358; and

WHEREAS, both parties desire to extend the term of this Agreement; and

WHEREAS, entering into this Amendment 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. Section 2 of the Agreement is amended to state: Housing Partnership 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) for the period October 1, 2011 through September 30, 2012. Housing Partnership 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 Eight Thousand Six Hundred and Ninety Five Dollars (\$8,695.00) for salary plus One Thousand One Hundred Forty Eight Dollars (\$1,148.00) for fringe benefits; One Hundred and Fifteen Dollars (\$115.00) for travel reimbursement; Two Hundred Dollars (\$200.00) for resource library updated materials; Two Hundred Dollars (\$200.00) for printing costs; and Four Thousand Dollars (\$4,000.00) for food and supplies for food demonstrations, for a total amount not to exceed Fourteen Thousand Three

Hundred and Fifty Eight Dollars (\$14,358.00) for the period October 1, 2012 through May 31, 2013.

3. Section 7 of the Agreement is amended to state: 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 and shall conduct 2 series of 6 nutritional lessons for parents at Highland Elementary School during the 2012-2013 school year, with each lesson lasting no more than 2 hours.

4. Section 9 of the Agreement is amended to state: The term of this Agreement shall begin October 1, 2011 and shall terminate on May 31, 2013.

5. Section 14 of the Agreement is amended to state: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Housing Partnership, its offers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. All provisions of said Agreement, dated October 18, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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

SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Audrey R. Noxman
Department Director

[Signature]
Witness

HOUSING PARTNERSHIP, INC.
By: [Signature]
Patrick McNamara, Chief Executive
Officer

[Signature]
Witness

Date: 8/14/12

Agenda Item #:

3P1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

BA 107-0
R-2011-1642

AGENDA ITEM SUMMARY

Meeting Date: October 18, 2011

Consent Regular
 Workshop Public Hearing

Department: Cooperative Extension Service

Submitted By: Cooperative Extension Service

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) An agreement with Housing Partnership, Inc. for funding of a part-time program assistant;
and

B) a budget amendment of \$21,706 in the Cooperative Extension Revenue Fund to recognize new funding. The term of this Agreement shall begin when executed by both parties hereto and shall terminate on September 30, 2012.

Summary: Housing Partnership, Inc. (HPI) will provide funding to Palm Beach County (County) to support a part-time program assistant to conduct the Bridges nutritional program at Highland Elementary School in amount not to exceed \$21,706. The program assistant is a fully grant funded position and will be eliminated when the grant term has expired. The funding shall consist of \$12,919 for salary plus \$2,519 for fringe benefits, \$368 for travel reimbursement, \$500 for printing costs, and \$5,400 for food and supplies for food demonstrations. District 7
(AH)

Background and Justification: HPI organizes the Bridges nutritional program which is a program that teaches nutrition to students and parents at Highland Elementary School. County, through Cooperative Extension Service, conducts a nutrition education program in Elementary Schools. HPI 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 first invoice.

Attachments:

1. Agreement with HPI
2. Budget Amendment

Recommended By: Audrey R. Norman 10/5/2011
Department Director Date

Approved By: [Signature] _____
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$21,706</u>	_____	_____	_____	_____
External Revenues	<u>(\$21,706)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Dept. _____ Unit _____
 Object _____ Program _____

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

C. Departmental Fiscal Review:

Joan N. McGee

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

The position referred to in this agenda item was funded with reserves during the FY 2012 budget process. This agenda item increases the expenditure budget to the full award amount and reinstates the reserves used to fund this position. Reserves were used during the budget process in anticipation of grant award.

WS
OFMB/Budget
 10-4-11
 10/4/11
 10/14/11

Contract Development and Control
 10-14-11 B. Whelan

B. Legal Sufficiency:

Anne DeFand 10/17/11
Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING PARTNERSHIP, INC.

This Agreement, is made and entered into the ___ day of OCT 18 2011, 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.

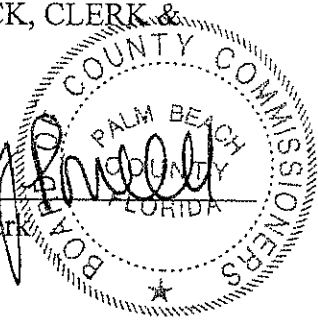
R2011 1642 OCT 18 2011

SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: *Nancy Powell*
Deputy Clerk

By: *Karen T. Marcus*
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		

INITIATING DEPARTMENT/DIVISION

Palm Beach County Cooperative Extension Service

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

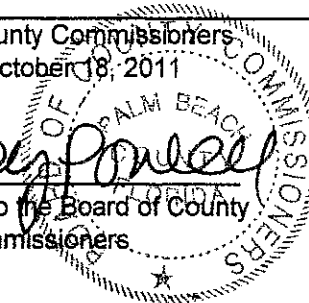
Date

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

Rudrey R. Norman 10/4/2011

N. Jones 10/13/11

J. Powell
Deputy Clerk to the Board of County
Commissioners



i.r.k. 10/4/11

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

FUND 1482 COOPERATIVE EXTENSION SERVICE

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								
<u>Family, Youth and Consumer Sciences</u>								
1482-310-1201-6600	Contrib/Donations from Private Sources	0	0	14,358		14,358		
	<u>TOTAL REVENUES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$14,358</u>	<u>\$0</u>	<u>\$14,358</u>		
Expenditures								
<u>Family, Youth and Consumer Sciences</u>								
1482-310-1201-1201	Salary	0	0	8,695		8,695		
1482-310-1201-2101	Fica			539		539		
1482-310-1201-2105	Fica Med			126		126		
1482-310-1201-2201	Retirement			483		483		
1482-310-1201-4007	Mileage			115		115		
1482-310-1201-5402	Educational Library Materials			200		200		
1482-310-1201-4701	Printing			200		200		
1482-310-1201-5201	Materials/Supplies Operating			4,000		4,000		
	<u>TOTAL EXPENDITURES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$14,358</u>	<u>\$0</u>	<u>\$14,358</u>		

Palm Beach County Cooperative Extension INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted	Signatures _____ _____ _____	Date _____ _____ _____	By Board of County Commissioners At Meeting of _____ Deputy Clerk to the Board of County Commissioners
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