

## PARTNERSHIP AGREEMENT

This Partnership Agreement is made and entered into between The Salvation Army, a Georgia Not-For-Profit Corporation, for The Salvation Army of Sarasota, Florida (“TSA”), and the City of North Port, Florida (“City”), to administer the **Low-Income Home Energy Assistance Program (“LIHEAP”)**

**Purpose and Goal:** This Partnership Agreement sets forth the terms agreed to between the TSA and the City, together the “Parties,” for collaboration in providing services related to and in the administration of the **Low-Income Home Energy Assistance Program (“LIHEAP”)**. The undersigned Parties are providers of energy assistance programs and agree to coordinate services for households applying for LIHEAP funds.

**City Responsibilities:** The City’s Social Services Division is responsible to and shall perform the following:

1. Complete the appropriate intake, application, and qualifying information and scan the documents into the Homeless Management Information System (“HMIS”).
2. No later than 2:00 p.m. each business day, contact the TSA via email for approval of applications and commitment to paying the applicant’s electric bill via the Florida Power and Light website.
3. Maintain a list of clients assisted and a client chart for each application, whether approved or denied.
4. Complete a pre-screening form for each client that is eligible for the Weatherization Assistance Program (“WAP”), and sign and date the bottom of the form.
5. Where an employee, or family member of an employee, of the City’s Division of Social Services applies for LIHEAP assistance, that employee or employee’s family member shall be referred to the Salvation Army office located in the City of North Port, or other LIHEAP partnering agency other than the City, for processing of the LIHEAP application.

**TSA Responsibilities:** The TSA shall utilize its professional staff, facilities, and administrative services to perform the following:

1. Review all documents received from the City to ensure each applicant qualifies within TSA and LIHEAP qualifications and guidelines.
2. When funds are available, TSA shall process and mail the payment(s) to the appropriate vendor.
3. Maintain all permanent record(s) at The Salvation Army Sarasota Area Command, located at 1400 10<sup>th</sup> Street, Sarasota, Florida 34236.

**Coordination:** The Parties will work together to prevent duplicate assistance payments during the same funding period. To the extent allowable by law, client records will be maintained in confidentiality by the Parties, including the type of assistance requested, the date requested, the disposition of the application and if approved, the amount of the payment to the client. The Parties will work to increase the quality of services provided to all participants.

**Privacy:** The Parties agree to abide by the Health Insurance Portability and Accountability Act Final Privacy Rule, 45 CFR Parts 164.306(a)(4) and 164.308(a), Health Information Technology for Economic and Clinical Health Act, any applicable federal or state laws pertaining to confidentiality of client records.

**Term/Termination:** This Partnership Agreement shall be in effect from May 1, 2019 to March 31, 2020. This Partnership Agreement may be terminated at any time by either Party upon 30-days’ written notice to the other Party.

**Amendment:** This Partnership Agreement constitutes the sole and complete understanding between the Parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Partnership Agreement is enforceable unless agreed to in writing by both

Parties and incorporated into this Partnership Agreement. The City Manager or designee may agree to amendments that do not increase compensation to TSA.

**Nondiscrimination:** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. TSA shall not administer this Partnership Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual’s race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**Binding Effect/Counterparts:** By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Partnership Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

**Governing Law and Venue:** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Partnership Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

**No Agency:** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

**Severability:** Should any provision of this Partnership Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Partnership Agreement shall not be affected thereby.

**Headings:** The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Partnership Agreement and do not affect its construction.

**City of North Port, Florida**

**The Salvation Army**

\_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager

\_\_\_\_\_  
<<TSA Signatory>>

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Kathryn Peto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: \_\_\_\_\_  
Amber L. Slayton, City Attorney