

3A-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 09/12/06 [x] Consent [] Regular
[] Workshop [] Public Hearing

Department: Office of Equal Opportunity

Submitted By: Office of Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve: an Interlocal Agreement with the School District of Palm Beach County which provides that the Board of County Commissioners maintains the lead agency role and delineates responsibilities for each agency in the operation of the Human Relations Camp program.

Summary: Execution of this agreement is necessary to continue operation of the Human Relations Camp program which was originally approved by the Board of County Commissioners on September 12, 1989. Countywide (TKF)

Background and Policy Issues: On September 12, 1989, the Board of County Commissioners originally approved the concept of the Human Relations camp as a cooperative effort between the County and the School District of Palm Beach County. The Camp Program is designed to promote interracial and intercultural understanding among students from a variety of racial, ethnic and socioeconomic backgrounds. High school students and adult counselors/facilitators participate in weekend retreats using a format that is educational in scope and focuses on the development of human relations, communications and leadership skills vital to living in a culturally diverse society. The mini-camps are designed for middle and elementary students and are held during the regular school day at select conference facilities near school locations. Students participate in educational activities through large and small group discussions which emphasize valuing differences, prejudice reduction, team-building and communications. Approximately 800 students have participated in the weekend camps since the program's inception.

The Interlocal Agreement provides that Palm Beach County will continue the role of lead agency for the camp program and will be responsible for overall coordination of the project. The Office of Equal Opportunity will provide support staff for this program.

Attachments:

Interlocal Agreement

Recommended by:

Department Director

08-21-2006

Date

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>25,000</u>	_____	_____	_____	_____
External Revenues	<u>(25,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>Ø</u>	 =====	 =====	 =====	 =====
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1251 Department 400 Unit 4170
 Object various VARIOUS Reporting Category _____

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

No Ad Valorem dollars are involved in this item. The Human Relations Camp is funded through grants and donations.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

<p><u>Jim Doherty</u> 8-24-06 OFMB 8/23/06</p>	<p><u>Jim J. Jacobson</u> Contract Dev. and Control 8/25/06</p>
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B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 8/28/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

INTERLOCAL AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 2006 by and between the **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "County" and the **SCHOOL DISTRICT OF PALM BEACH COUNTY**, hereinafter referred to as "School District", a governing agent of Palm Beach County.

WITNESSETH

WHEREAS, both the County and School District wish to continue a human relations camp program for students in Palm Beach County; and,

WHEREAS, the goal of this program is to provide a training experience to foster interracial and intercultural understanding; and,

WHEREAS, this program will be educational rather than therapeutic in scope, and will attract area public high school students from varied racial and ethnic backgrounds; and

WHEREAS, this program has been designed to appeal to the average student as well as student leaders; and

WHEREAS, the Human Relations Camp and Mini-Camp program has been a success for fourteen years.

NOW, THEREFORE, in consideration of mutual promises and other good consideration, hereby acknowledge to have been received, the parties agree as follows:

1. The full and mini camp programs will be held annually.
2. The majority of funding for this project will be through private donations and community support.
3. The agreement will remain in effect for three (3) years.

4. Students will be solicited and selected by the School District with any necessary assistance from the County Office of Equal Opportunity.

5. Workers compensation will be provided to County employees and School District employees through their respective employers.

6. The School District will advertise for forty (40) students, and ten (10) volunteer facilitators.

7. The School District will provide one (1) handicapped accessible bus and one (1) bus driver which will be funded by the School District.

8. The School District will be responsible for automobile liability and coverage of bus and driver under their self insurance program.

9. The School District agrees to promote student participants which represent a variety of racial, ethnic, religious and socioeconomic backgrounds and students with disabilities.

10. The County will insure that students who will attend have received permission from their parents or guardians, as evidenced by informed written parental consent.

11. The County will assume the role of lead agency for the camp program and will be responsible for overall coordination of the project.

12. The County will provide support staff through the Office of Equal Opportunity.

13. The County will purchase liability insurance in the amount of \$1,000,000.00 and blanket group accident and illness coverage for the student participants.

14. The County will arrange to contract for the camp site.

15. The County will acquire and provide training materials to facilitators and students.

16. The County represents and warrants that it shall be fully responsible for obtaining all appropriate and necessary licenses, certificates, and conducting all background checks and background screenings as required by law.

Both parties agree that this agreement may be terminated with sixty (60) days prior written notice by one party to the other.

School District and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. School District and County agree to be responsible for all such claims and damages to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by higher party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or to be self-insured for general liability, worker's compensation, and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the County and School District have caused this agreement to be executed as of the day and year first above written.

SCHOOL DISTRICT OF PALM BEACH COUNTY (School District)

BY:

Thomas E. Lynch, Chairperson

Date: _____

LEGAL SUFFICIENCY:

School District Attorney

Date: _____

Attest:

Arthur C. Johnson, Ph.D.
Superintendent

Date: _____

THE BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA (County)

SHARON R. BOCK,
CLERK & COMPTROLLER
Board of County Commissioners

BY:

BY: _____
Deputy Clerk

Tony Masilotti, Chairperson

Date: _____

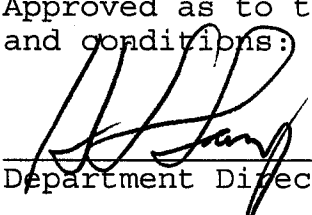
LEGAL SUFFICIENCY:



Assistant County Attorney

Date: _____

Approved as to terms
and conditions:



Department Director