

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 6, 2007

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the School Board of Palm Beach County for the delivery of transitional life skills and education services to students with mild to moderate disabilities, ages 18 to 22, at the Club Managers Association of America Therapeutic Recreation Complex.

Summary: This Agreement allows Palm Beach County and the School Board of Palm Beach County to utilize each other's personnel, expertise and services for the provision of educational and transitional life skill services to students ages 18 to 22 with mild to moderate disabilities ("Students"). The program developed pursuant to this Agreement will provide the students an opportunity to develop and practice transitional life skills outside the traditional school setting. The students will receive daily living and vocational education from a certified School Board teacher and leisure and recreation skill development from the County's Parks & Recreation Therapeutic Recreation staff.
District 3 (AH)

Background and Justification: The Parks and Recreation Department's Recreation Division's Therapeutic Recreation Section has partnered with the School Board on various occasions to provide recreation and sport programs to students with disabilities. This Agreement provides up to ten (10) students, ages 18 to 22, with mild to moderate disabilities, an educational environment to develop transitional life skills and increase the students' opportunity to practice age appropriate life skills outside the traditional classroom setting. The ultimate goal of this transitional life skills education is to teach students the skills needed for independent living. Transitional life skills education will consist of money management classes, use of public transportation, accessing community services, vocational training, leisure education, recreation and sport training including introductions to Special Olympics and Very Special Arts Programs. By providing these services in a public setting outside the traditional classroom, the students will be better prepared to transition themselves from the educational system to independent living.

Attachment: Interlocal Agreement

Recommended by: _____

Department Director

Date

10/16/07

Approved by: _____

Assistant County Administrator

Date

10/29/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs					
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

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

No additional cost to the County, as current staff and facilities will be used to meet the obligations with the School District, which are outlined in the Agreement.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

10-23-07
OFMB
10/23/07
Legal Sufficiency: VP 10/19

[Signature]
Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgent 10/25/07

Assistant County Attorney at the time
of signature, the

C. Other Department Review: Contract was not executed.

Department Director

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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE DELIVERY OF TRANSITIONAL LIFE SKILLS
TO STUDENTS WITH DISABILITIES**

This Interlocal Agreement is made the third day of December, 2007, between Palm Beach County, a political subdivision of the State of Florida, ("County") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and referred to collectively as "the parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) requires school districts to provide Free and Appropriate Education (FAPE) through the year of the 22nd birthday of Students with Disabilities not graduating with a standard diploma; and

WHEREAS, the County and Board recognize the benefits to be derived by utilizing each other's personnel, expertise and services thereby minimizing the duplication of services for Students with Disabilities; and

WHEREAS, the County and Board desire to provide Students with Disabilities an environment to further develop Transitional Life Skills and increase the student's opportunity to practice age appropriate life skills outside the traditional school setting; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and County to utilize each other's personnel, expertise and services, and provide a procedure for providing mutually agreed upon Transitional Life Skills to the School District of Palm Beach County Students with Disabilities.

3. Definitions.

A. "Students with Disabilities": individuals between the ages of 18-22 years old who have earned a special diploma and are entitled to continued educational services.

B. "Transitional Life Skills": functional life skills including but not limited to, vocational training, health and fitness education, interpersonal communication skills, independent living skills, leisure skills and career exploration.

C. "Facilities": County owned amenities specifically intended for use by the Therapeutic Recreation Section located within the Club Managers Association of America ("CMAA") Therapeutic Recreation complex.

4. The Board shall:

A. Provide a certified teacher to provide Transitional Life Skills and educational services, including but not limited to daily living skills, money management and use of public transportation, for up to ten (10) Students with Disabilities at the CMAA Therapeutic Recreation Complex.

B. Identify and enroll Students with Disabilities, who are between the ages of 18 and 22, and who will benefit from Transitional Life Skill training.

C. Provide all materials and curriculum required for Transitional Life Skills and education services performed by the Board or the certified teacher.

D. Provide Transitional Life Skills training as specifically indicated in individual Student with Disabilities' individual education plan.

E. Provide an orientation and assimilation into the community based environment to Students with Disabilities and their parents, which include planning and accessing community services.

F. Provide a transition specialist, job trainer and other support staff as needed.

G. Operate curriculum programs without interference to the established CMAA Therapeutic Recreation Center Program Schedule.

H. Monitor behavior of Students with Disabilities and immediately apply appropriate, disciplinary measures for infractions, as mutually agreed upon by the parties.

I. Notify the County of any damages to Facilities resulting from Board use and reimburse the County for actual costs to repair the damage.

J. Provide supervision of its activities to prevent bodily harm to the users and damage to the Facilities.

K. The Board's use of the Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) County's rules, regulations and policies governing the use of the Facilities; and (iii) all applicable local, state and federal laws, ordinances, rules and regulations.

5. County shall:

A. Make available one classroom at the Facilities for a block of five (5) hours per day, five (5) days per week, which shall be mutually agreed upon by the parties, for up to ten (10) Students with Disabilities for use by the Board at no cost to the Board or Students with Disabilities.

B. Provide a Recreation Specialist to provide recreational instruction and/or health and fitness instruction for up to ten (10) Students with Disabilities for a maximum of fifteen (15) hours per week, which shall be determined by the County.

C. Make available appropriate classroom Facilities for recreational/health and fitness instruction, including but not limited to swimming pool, computer lab, art rooms and gymnasium, and provide all materials for recreational/health and fitness instruction curriculum.

D. Work collaboratively with the certified teacher to develop appropriate recreational/health and fitness instructional curriculum.

E. Provide orientation and introduction to the Special Olympics and VSA arts Program.

F. In the County's sole discretion and when available, negotiate and provide non-paid Parks and Recreation career experience opportunities to the ten (10) enrolled Students with Disabilities.

6. Indemnification and Insurance:

A. The Board and County acknowledge 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. The Board 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 either 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.

B. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the

amounts specified in Florida Statutes, Section 768.28, as may be amended from time to time. The parties agree to maintain insurance coverage or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440 Florida Statutes, as may be amended from time to time.

C. No fees or payments are due by either party for services rendered pursuant to this Agreement

7. Dispute Resolution.

In the event an issue arises which cannot be resolved between the Board's certified teacher and the County's Therapeutic Recreation Coordinator regarding the use or availability of a Facility, the dispute shall be referred to the School District's Principal and the County's Director of Recreation Services who shall both make a good faith effort to resolve the dispute. In the event a resolution cannot be reached by the School District's Principal and the County's Director of Recreation Services, the County shall make a final determination as to the use and availability of a Facility.

9. Acceptance of Facilities.

The County shall not be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the Board. The Board acknowledges it has inspected the Facilities and accepts the same "As Is, Where Is" in the condition existing as of the effective date of this Agreement together with all defects latent and patent, if any.

10. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be

entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

11. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party

12. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

13. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO COUNTY:

Director of Parks and Recreation
Palm Beach County Department of Parks and Recreation
2700 Sixth Avenue South
Lake Worth, Florida 33461

IF TO BOARD:

Executive Director of Exceptional Student Education
School District of Palm Beach County
3378 Forest Hill Boulevard, Suite A-203
West Palm Beach, Florida 33406

14. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

15. Subordination to Bond and Grant Obligations.

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any

provision of this Agreement to the contrary, the County shall not be obligated to make any Facility available for use that would be contrary to any of its bond or grant obligations.

16. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

17. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

18. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

20. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

22. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

23. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

24. Effective Date/Term.

This Agreement shall become effective when signed by the both the parties, approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of non-renewal to the other party thirty (30) days prior to the expiration of the then current term.

25. Representatives:

The Board's representative during the performance of this Agreement shall be Russell Feldman, Executive Director of Exceptional Student Education, telephone no. 561-434-8626. The County's representative during the performance of this Agreement shall be Jackie Lambert, Program Coordinator, telephone no. 561-966-7016.

26. Waiver

The failure of the Board or County to insist on a strict performance of any of the terms, conditions, and covenants hereof shall not be deemed a waiver of any rights or remedies that the Board or County may have for any subsequent breach, default, or non-performance, and the Board or County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

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

SHARON R. BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Director, Parks & Recreation Dept.

WITNESSES:

PALM BEACH COUNTY SCHOOL BOARD

By: _____

Title: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  9-13-07
School Board Attorney

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