

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 15, 2008

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: Agreement with Special Olympics Florida, Inc., to fund a Recreation Specialist II position for the purpose of implementing the Young Athletes, Athletes Leadership, and Healthy Athlete Programs as a complement to existing Special Olympics programs in Palm Beach County.

Summary: This Agreement provides for Special Olympics Florida, Inc. to fund one full-time Recreation Specialist II position. This position was approved during the FY2008 budget process, and will be responsible for the development and implementation of the Special Olympics' Young Athletes, Athletes Leadership, and Healthy Athlete Programs within Palm Beach County. District 3 (AH)

Background and Justification: Special Olympics is a national non-profit organization committed to providing year-round sports training and competition in a variety of Olympic-type sports for people with intellectual and physical disabilities. The Recreation Services Division's Therapeutic Recreation Section is responsible for developing and implementing Special Olympics' programs to benefit the citizens of Palm Beach County. Currently, the County supports the Special Olympics Program by funding all personnel expenses associated with the Special Olympics Palm Beach County. Special Olympics' operating expenses are supported through the fund raising efforts of a local Special Olympics Management Team, local philanthropists, and Special Olympics Florida, Inc.

Both Special Olympics Florida, Inc. and Palm Beach County desire to develop and implement the Special Olympics' Young Athletes, Athletes Leadership, and Healthy Athletes Programs in Palm Beach County. Special Olympics Florida, Inc. will provide annual funding, on a quarterly basis, equivalent to the cost of a Recreation Specialist II position. In return, Palm Beach County will develop and implement Young Athletes, Athletes Leadership, and Healthy Athletes Programs through the Therapeutic Recreation Section of the Parks and Recreation Department in accordance with the County's and Special Olympics' mission and objectives. Palm Beach County will also provide work space necessary for the Recreation Specialist II to conduct the work associated with these programs.

This Agreement is for one year with the option to renew automatically on an annual basis if agreed upon by both parties. This Agreement has been executed on behalf of Special Olympics Florida, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

3/25/08
Date

Approved by: 
Assistant County Administrator

4/14/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>12,605</u>	<u>52,464</u>	<u>55,087</u>	<u>57,842</u>	<u>60,734</u>
External Revenues	<u>(12,605)</u>	<u>(52,464)</u>	<u>(55,087)</u>	<u>(57,842)</u>	<u>(60,734)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5204
 Object various / Revenue Source 6690 Program N/A

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

There is no additional fiscal impact associated with this item. All personnel costs associated with Recreation Specialist II position will be reimbursed by Special Olympics Florida, Inc.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

If the agreement is not renewed with the Special Olympics of Florida, and they do not provide funding for the position, the position will be eliminated.

J. [Signature] 4-2-08
 OFMB 28 4/2/08
 CN 3/27/08
 SK 3/28/08

[Signature] 4/3/08
 Contract Development and Control
 2. Jan 4/3/08

B. Legal Sufficiency:

Anne DeLeon 4/14/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

At the time of our review, the contract was not executed.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND SPECIAL OLYMPICS FLORIDA, INC. FOR THE FUNDING OF PALM BEACH
COUNTY PARKS AND RECREATION PERSONEL**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Special Olympics Florida, Inc., a not-for-profit corporation, hereinafter referred to as "Special Olympics".

WITNESSETH:

WHEREAS, Special Olympics is a not-for-profit corporation dedicated to providing year-round sports training and competition in a variety of Olympic-type sports for people with disabilities and is dedicated to increasing the public's awareness of the Special Olympic athletes' capabilities; and

WHEREAS, Special Olympics is committed to increasing participation of athletes in the Special Olympics sports training programs and beginning programs such as Young Athletes, Athlete Leadership and Healthy Athletes to bring more registered athletes to the program in Palm Beach County; and

WHEREAS, County desires to provide additional training opportunities and to implement the Young Athletes, Athlete Leadership Program and Healthy Athlete initiatives in Palm Beach County to complement existing programs for the purpose of recruiting new athletes and sustaining the number of currently registered athletes; and

WHEREAS, Special Olympics desires to provide funding to County for one (1) full-time Recreation Specialist II position to participate in the initiatives of recruiting and sustaining athletes by implementing the Young Athletes program, Athletes Leadership and Healthy Athletes program to attain the recruitment goals of the County program. Said Recreation Specialist II may also participate in other Special Olympics duties as assigned in certain instances as needed; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. Special Olympics shall provide annual funding for one (1) full-time County employee in the amount equal to the total pay and benefits for a Recreation Specialist II as calculated in Exhibit "A", attached hereto and incorporated herein by reference. Special Olympics shall provide annual funding as mentioned in this Agreement, until this Agreement is terminated.
2. Annual funding by Special Olympics shall be subject to annual increases to pay and benefits for a Recreation Specialist II. The parties shall enter into an amendment to this Agreement when annual increases to pay and benefits are required. Such amendments may be executed by the Director of Parks and Recreation on behalf of County.
3. Special Olympics shall provide the annual funding mentioned in this Agreement to the County beginning on July 1, 2008, and shall thereafter provide the annual funding on a quarterly basis to the County throughout each County fiscal year. The County's fiscal year is October 1 through September 30 of each year.
4. County shall utilize the funded position to develop and implement the Healthy Athletes Program, the Athletes Leadership Program and the Young Athletes Program in accordance with the County's and Special Olympics' mission and objectives.
5. The funded position shall be supervised by County supervisory staff and subject to the same merit rules, countywide policies and departmental policies as any other Recreation Specialist II. County shall assume sole and exclusive responsibility for the hiring, termination and performance appraisal to said employee.
6. The term of this Agreement shall be for one (1) year, commencing upon the date of execution by the parties hereto. At the expiration of the initial term of this Agreement, this Agreement shall automatically renew for additional one (1) year periods unless one

party provides written notice to the other party of their intent not to renew this Agreement at least sixty (60) days prior to expiration date of this Agreement.

7. Nothing herein shall be construed to require County to continue the position provided for herein, should Special Olympics cease funding of said position.
8. Special Olympics warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations. Upon request by County, Special Olympics shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
9. The County shall maintain records, documents, and other evidence which sufficiently and properly reflect all work associated with the Healthy Athletes, Athlete Leadership and Young Athletes in accordance with County record retention procedures. Upon advance notice to the County, Special Olympics shall have the right to review said records, documents and other evidence during normal business hours.
10. This Agreement can be terminated by either party at any time, upon thirty (30) days written notice to the other party.
11. Special Olympics warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
12. The County warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

13. 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.
14. The County and Special Olympics 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, superseded or otherwise altered, except by written instrument executed by the parties hereto.
15. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
16. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.
17. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation

Palm Beach County Parks and Recreation Department

2700 Sixth Avenue South

Lake Worth, Florida 33461

As to Special Olympics Florida, Inc.:

Monty Castevens

Director, Executive Services and HR Administration

1105 Citrus Tower

Clermont, Florida 34711

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

(Signature)

Special Olympics Florida, Inc.:
By: _____

(Printed Name)

Name: _____
(Printed Name)

(Signature)

Title: _____

(Printed Name)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director, Parks and Recreation Dept.



**PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
SALARY WITH BENEFITS FISCAL YEAR 2008**

POSITION TITLE:	Recreation Specialist II
ENTER SPEC NUMBER:	2126
ENTER SALARY GRADE:	22
ENTER HRLY SALARY (*See Note)	
OCTOBER FY 08 INCREASE	16.698
MONTHS FUNDED	3

BENEFIT CALCULATION BASED ON ABOVE FOR 2008 BUDGET

1201 -	ANNUAL SALARY	\$8,718
2101 -	FICA - TAXES (6.20%)	\$541
2105 -	FICA - MEDICARE (1.45%)	\$126
2201 -	RETIREMENTS CONTRIBUTIONS (10.85%)	\$946
2301 -	LIFE AND HEALTH INSURANCE	\$2,274
	\$9,096 Full Year Cost	
TOTAL		\$12,605



**PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
SALARY WITH BENEFITS FISCAL YEAR 2009**

POSITION TITLE:	Recreation Specialist II
ENTER SPEC NUMBER:	2126
ENTER SALARY GRADE:	22
ENTER HRLY SALARY (*See Note)	16.698
OCTOBER FY 09 INCREASE	17.698
MONTHS FUNDED	12

BENEFIT CALCULATION BASED ON ABOVE FOR 2008 BUDGET

1201 -	ANNUAL SALARY	\$36,598
2101 -	FICA - TAXES (6.20%)	\$2,269
2105 -	FICA - MEDICARE (1.45%)	\$531
2201 -	RETIREMENTS CONTRIBUTIONS (10.85%)	\$3,971
2301 -	LIFE AND HEALTH INSURANCE	\$9,096
	\$9,096 Full Year Cost	
TOTAL		\$52,464