

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

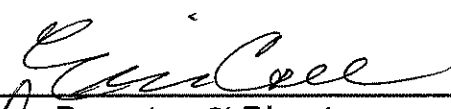
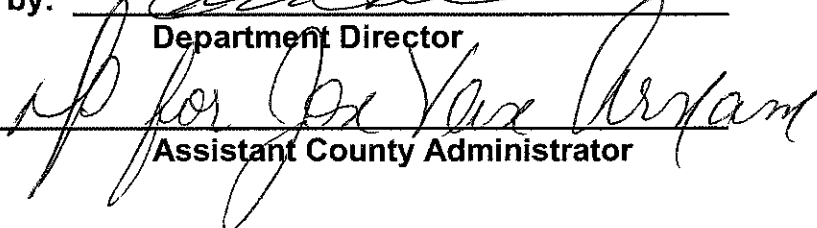
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Interlocal Agreement with the School Board of Palm Beach County, R2007-2031, for the delivery of transitional life skills to students with disabilities.

Summary: This Amendment provides for the addition of a second program location, Westgate Recreation Center; increases the number of students with disabilities from ten to twenty participating in the Project ACCESS (Assimilation to Community, Careers, Education and Self-Sufficiency) program; provides for the addition of one certified teacher; clarifies the School Board and County's roles and responsibilities; and extends the term of the Agreement. Students receive daily living and vocational education from a certified School Board teacher and leisure and recreation skill development from Parks & Recreation Club Managers Association of America Therapeutic Recreation Complex and Westgate Recreation Center staff. Existing program staff and supplies will be utilized to facilitate this program resulting in no fiscal impact. Countywide (AH)

Background and Justification: The Parks and Recreation Department's Therapeutic Recreation Section and School Board of Palm Beach County have partnered through the Interlocal Agreement since November 6, 2007, to provide services to individuals with disabilities. The Interlocal Agreement has provided an opportunity for personnel from both the Parks and Recreation Therapeutic Recreation Section and the School Board to deliver services to students, ages 18-22, with mild to moderate disabilities. This Agreement has increased the students' opportunity to practice age appropriate life skills outside of the traditional classroom setting. The ultimate goal of this Transitional Life Skills education is to teach skills needed for independent living. The Transitional Life Skills education has consisted of money management classes, use of public transportation, accessing community services, vocational training, leisure education, recreation and sports training, including introductions to Special Olympics and Very Special Arts programs. By providing these services in a public setting outside the traditional classroom, students will be better prepared to transition themselves from the educational system to independent living.

Attachment: First Amendment

Recommended by:	 _____ Department Director	8/17/2012 _____ Date
Approved by:	 _____ Assistant County Administrator	8/30/12 _____ Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

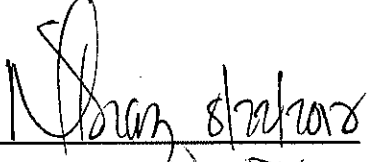
B. Recommended Sources of Funds/Summary of Fiscal Impact:

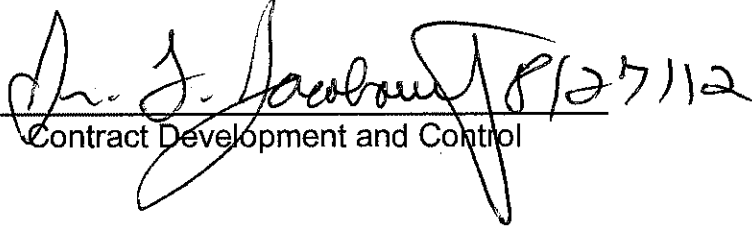
There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB *SD 8/21/12*
8/21/12 *8/21/12*


 Contract Development and Control *8/27/12*

B. Legal Sufficiency:


 Assistant County Attorney *8/29/12*

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

**FIRST AMENDMENT TO THE 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 FIRST AMENDMENT, dated _____, 2012, to the Interlocal Agreement dated November 6, 2007 (R2007-2031), by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the ("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, the parties have entered into that certain Interlocal Agreement dated November 6, 2007 (R2007-2031), hereinafter referred to as the "Agreement", whereby the Board and County utilize each other's personnel, expertise and services for the delivery of transitional life skills to students with disabilities; and

WHEREAS, the parties desire to amend the Agreement by increasing the number of participants eligible to participate in the transitional life skills program; and

WHEREAS, the parties desire to amend the Agreement by adding an additional location where the program will take place; and

WHEREAS, the parties desire to amend the Agreement by clarifying the Board and County's respective roles and responsibilities; and

WHEREAS, the parties desire to amend the Agreement by extending the term of the Agreement; and

WHEREAS, entering into this amendment serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and the Board agree to amend the Agreement as follows:

1. Section 2 – Purpose, of the Agreement, is hereby amended to state:

"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, titled Project ACCESS (Assimilation to Community, Careers, Education and Self-Sufficiency).”

2. Section 3 (C) – Definitions, of the Agreement, is hereby amended to state:

“Facilities”: County owned amenities specially intended for use by the Therapeutic Recreation Section located within the Club Managers Association of America (“CMAA”) Therapeutic Recreation Complex and the Westgate Recreation Center.”

3. Section 4(A) - The Board shall, of the Agreement, is hereby amended to state:

“Provide one (1) certified teacher per facility 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 twenty (20) Students with Disabilities between the CMAA Therapeutic Recreation Complex and the Westgate Recreation Center.”

4. Section 4(C) – The Board shall, of the Agreement, is hereby amended to state:

“Provide all materials and curriculum required to Transitional Life Skills and education services performed by the Board or the certified teachers.”

5. Section 4(F) – The Board shall, of the Agreement, is hereby amended to state:

“Provide a job trainer, a teacher’s assistant and additional staff as needed.”

6. Section 4(G) – The Board shall, of the Agreement, is hereby amended to state:

“Operate curriculum programs without interference to the established CMAA Therapeutic Recreation Complex and the Westgate Recreation Center Program Schedule.”

7. Section 4(I) – The Board shall, of the Agreement, is hereby amended to state:

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

8. Section 5(A) – County shall, of the Agreement, is hereby amended to state:

“Make available one (1) classroom at each Facility, the Therapeutic Recreation Complex and Westgate Recreation Center 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 twenty (20) Students with Disabilities between the Facilities for use by the Board at no cost to the Board or Students with Disabilities.”

9. Section 5(B) – County shall, of the Agreement, is hereby amended to state:

“Provide a Recreation Specialist to provide recreational instruction and/or health and fitness instruction for up to twenty (20) Students with Disabilities for a maximum of fifteen (15) hours per week between the Facilities, which shall be determined by the County.

The County’s, employees and subcontractors who have direct contact with students must undergo Level 2 screening as described in section 1012.32, Florida Statutes. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the County, Florida school district, or the Agency of Persons with Disabilities, the County agrees to provide to the Board on a quarterly basis the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465: 1) an Affidavit stating that the County, or its employee or subcontractor was required to undergo Level 2 screening pursuant to section 435.04, Florida Statutes for licensure, certification, employment, or other purposes; that the County, its employee or its subcontractor meets the screening standards in section 435.04, Florida Statutes; that the County’s, its employee’s or subcontractor’s license or certificate, if any, is active and in good standing; and that County, Florida school district, or the Agency of Persons with Disabilities completed the criminal history check within the last 5 years, 2) the FDLE report, the FBI background check information, FBI background check letter from APD, or APD Criminal Results Letter showing that Level 2 screening has been conducted within the last 5 years, and 3) a copy of the employee’s or subcontractor’s Affidavit of Good Moral Character.”

10. Section 5(C) – County shall, of the Agreement, is hereby amended to state:

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

11. Section 5(F) – County shall, of the Agreement, is hereby amended to state:

“In the County’s sole discretion and when available, negotiate and provide non-paid Parks and Recreation career experience opportunities to the twenty (20) enrolled Students with Disabilities between the Facilities.”

12. Section 13 – Notice, of the Agreement, is hereby amended to state:

“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:

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

13. Section 24 - Effective Date/Term, of the Agreement is amended to state:

This Agreement shall become effective on November 6, 2007 and shall continue through November 5, 2013, 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.

14. Section 25 – Representatives, of the Agreement, is hereby amended to state:

“The Board’s representative during the performance of this Agreement shall be the Director of Exceptional Student Education, telephone no. 561-434-8626. The County’s representative during the performance of the Agreement shall be Therapeutic Recreation Program Coordinator, telephone no. 561-966-7016.”

15. Section 27 – Office of Inspector General, is hereby added to the Agreement 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 Consultant, 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 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.”

16. All other provisions of said Agreement, dated November 6, 2007, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

(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: _____

Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

County Attorney

By: [Signature]

Director, Parks & Recreation Dept.

WITNESSES:

PALM BEACH COUNTY SCHOOL BOARD

[Signature]

By: [Signature]

[Signature]

Title: Chairman

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

By: [Signature] 5/30/12

School Board Attorney