

BOARD OF COUNTY COMMISSIONERS

DATE: September 11, 2014

AGENDA ITEM NO. 31

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of an Operating Agreement Between the East Lake Recreation Services District and the Palm Harbor Community Services Agency, Inc.

Department:

Office of the County Administrator

Staff Member Responsible:

Joe Lauro, Interim Assistant County Administrator

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AN OPERATING AGREEMENT WITH THE PALM HARBOR COMMUNITY SERVICES AGENCY, INC. (PHCSA) TO PROVIDE SPECIFIED ADMINISTRATIVE SERVICES TO THE EAST LAKE RECREATION SERVICES DISTRICT MUNICIPAL SERVICES TAXING UNIT (MSTU) AND AUTHORIZE THE CHAIR TO EXECUTE ON BEHALF OF MSTU.

Summary Explanation/Background:

On July 24, 2014, the Board adopted Ordinance 14-30 establishing a new MSTU for recreation services in the area comprising the East Lake Tarpon Special Fire Control District. The creation of the new MSTU provides a dedicated funding source (up to 0.25 mill levy) for recreation services in East Lake. This operating agreement enables East Lake Recreation to leverage the administration and governance infrastructure of the PHCSA to realize experience in administration of public funds, cost savings, and economies of scale. This is a companion item to the recommended ordinance change providing East Lake Youth Sports Association with a representative on the PHCSA board.

Fiscal Impact/Cost/Revenue Summary:

None

Exhibits/Attachments Attached:

Operating Agreement

EAST LAKE RECREATION SERVICES
OPERATING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2014, ("Effective Date") by and between the Palm Harbor Community Services Agency, Inc., a Florida not-for-profit corporation ("Agency"), and Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of the East Lake Recreation Services District, a Municipal Services Taxing Unit ("East Lake Recreation").

WITNESSETH:

WHEREAS, on June 24, 2014, the County established the East Lake Recreation Services District MSTU providing for the levy of not exceeding 0.25 mill for recreation services and facilities within East Lake which, along with other available funding sources, will provide a stable funding source for the operations and maintenance of East Lake Recreation as provided herein; and

WHEREAS, the parties hereto desire to continue to realize the economies of scale and benefits achieved by utilizing the operational and management services of the Agency for East Lake Recreation, while recognizing that the East Lake Recreation should be operated as an independent and self-sufficient recreational program to the fullest extent possible under this Agreement; and

WHEREAS, the parties hereto intend that East Lake Recreation will reimburse the Agency for any of the operational and management services provided to the East Lake Recreation as provided in this Agreement; and

WHEREAS, the parties recognize that the East Lake Youth Sports Association, Inc. (hereinafter "Advisory Board") shall act in an advisory capacity to the Agency and should continue to provide policy guidance and input on East Lake Recreation issues to the East Lake Recreation Director.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** The purpose of the Agreement is to provide for the day-to-day management and operation of the business and affairs of East Lake Recreation during the term hereof.
2. **Funding for Recreational Operations and Facilities.** The personnel, operating and capital expenses necessary for the operations of East Lake Recreation shall be funded from funds lawfully appropriated by the County in the East Lake Recreation Services District MSTU, as well as funding from other legally available sources. The Agency shall prepare and submit an annual budget for East Lake Recreation as part of the annual budget proposal submitted to the County by the Agency, which shall include revenues from all sources, including the user fees for recreational programs, beginning fund balances, East Lake Recreation Services District MSTU

revenues, and any other revenue sources. Registration fees shall be excluded from revenue calculations. All expenditures for personnel and operating expenses of East Lake Recreation during the term of this Agreement shall be made in accordance with the annual budget for East Lake Recreation approved by the County for the fiscal year in which the expenditures are made. Capital expenditures shall be made in accordance with the procedures and requirements in place as agreed to by the Agency and the County. The Agency will request the funds allocated by the County for East Lake Recreation in accordance with and subject to the following:

- A. The County shall budget funds from taxes collected in the East Lake Recreation Services District MSTU, and not from other sources, to the extent permitted by Florida law, and to the extent said funds are deemed by the County to be necessary for the personnel, operating and capital expenses of East Lake Recreation.
- B. During the term hereof, all user fees shall be in accordance with a schedule of fees approved by the County. Registration fees shall exempt from this provision.
- C. During the term hereof, all expenditures made pursuant to the approved budget on behalf of East Lake Recreation shall be made only after approval in accordance with the financial policies of the Agency, as may be from time to time amended by the Agency.
- D. The County shall pay to the Agency the funds budgeted for East Lake Recreation programs upon receipt of a payment request from the Agency, and at no time shall the Agency advance funds for East Lake Recreation.
- E. Any funds received in excess of the annual budgets for East Lake Recreation, such as donations or fees, will be deposited into the accounts of and utilized for the benefit of East Lake Recreation.
- F. During the term hereof, the Agency shall be reimbursed for administrative expenses from funds allocated for East Lake Recreation for any additional services provided to East Lake Recreation by the Agency at rates established by the Agency.
- G. The Agency shall establish separate bank accounts for East Lake Recreation, and all funds received for, and all expenditures made on behalf of, East Lake Recreation programs shall be deposited into and made solely from these accounts.
- H. Within ninety (90) days of the end of the fiscal year of East Lake, audited financial statements covering the operations of East Lake Recreation for the fiscal year, including statements of income, balance sheets, and statements of changes in financial position, accompanied by an opinion issued in accordance with general accounting principles by an independent certified public accountant shall be provided to the County. The Agency may, at its option, include this information in the Agency's annual audit.

3. **Personnel and Operations.**

- A. **Employees.** All employees of East Lake Recreation shall be employees of the Agency, subject to all personnel policies, standards and requirements of the Agency. There shall be an East Lake Recreation Director, who shall be hired by the Agency, with input from the Advisory Board; provided, however, if agreed to by the Agency, the Palm Harbor Recreation Director may manage the operations of East Lake Recreation with all powers and responsibilities of the East Lake Recreation Director as provided herein. The East Lake Recreation Director shall be supervised, evaluated (including salary recommendation), and disciplined by the Agency with input from the Advisory Board in accordance with the Agency's policies and procedures. All other personnel of East Lake Recreation shall be hired, supervised, evaluated, and disciplined by the East Lake Recreation Director in accordance with the established personnel policies of the Agency. The East Lake Recreation Director and the Palm Harbor Recreation Director shall meet periodically as is necessary to review and update policies, procedures, and operations of the East Lake Recreation. All employees assigned to East Lake Recreation shall be entitled to the same benefits as generally provided to the Agency employees. To the extent economically feasible, the Agency will secure separate insurance policies or benefits programs for East Lake Recreation employees, such as health insurance, workers' compensation insurance, etc.
- B. **Operation.** During the term hereof, East Lake Recreation shall be operated for public recreation in accordance with the policies, regulations and procedures of the Agency and applicable Florida law. Any deviations from these policies, regulations and procedures shall take effect only after approval by the Agency, upon the recommendation of the Advisory Board. With regard to the operation of the East Lake Recreation:
- 1) The Advisory Board shall provide input to the Agency on East Lake Recreation long-term planning, services, maintenance, and improvements.
 - 2) Hours, programs, and schedules for the East Lake Recreation shall be set by the East Lake Recreation Director, subject to Agency approval.
 - 3) The Agency shall purchase insurance for East Lake Recreation out of funds designated for East Lake Recreation, other than that required to be purchased by the Agency in accordance with this agreement, naming the Agency as additional insured.
- C. The Agency, from funds available in the annual budget for the East Lake Recreation program, shall secure and maintain the same types and amounts of insurance coverage for the East Lake Recreation program as required by the Agency, or as otherwise required in any Lease, License, or other governing documents.

4. **Miscellaneous.**

- A. This Agreement shall take effect on October 1, 2014.
- B. Notwithstanding any other provision herein, this Agreement and all obligations herein, are subject to and conditioned upon the availability of funds lawfully appropriated and available for the purposes established in this Agreement.
- C. Notwithstanding any other provision herein, if any party referenced in this subsection determines in its sole discretion that it would be impracticable to continue the relationship as provided herein, the Agency or County may terminate this Agreement as a party to this Agreement upon sixty (60) days' written notice to the other parties hereto or otherwise mutually agreed to by the parties.
- D. To the extent permitted by law, the Agency shall indemnify and hold harmless the County, its officers, agents, and employees from all damages, judgments, claims, expenses, costs (including interest), court costs and attorney's fees, arising out of or connected with the operations of East Lake Recreation, not resulting from the County's sole active negligence.
- E. All notices, authorizations, requests, or communications in connection with this Agreement shall be directed to the County Administrator, or designee, for the County, and the Chair for the Agency, as set out herein. Notices required by this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier, charges prepaid, return receipt requested. The designated person(s) may be amended by either party by giving written notice to the other party:

The County's contact is:

County Administrator

Pinellas County Courthouse
315 Court Street
Clearwater, FL 33756

and the Agency's contact is:

Chair
Palm Harbor Community Services Agency, Inc.
2330 Nebraska Avenue
Palm Harbor, FL 34683-3609

with a copy to the Advisory Board contact:

President
East Lake Recreation
36181 East Lake Road
P. O. Box 198
Palm Harbor, FL 34685

- F. This Agreement is not assignable without the written consent of the non-assigning parties hereto.
- G. This Agreement may be amended upon the written consent of all the parties hereto.
- H. Pursuant to Florida Statutes s. 119.0701, Agency shall:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
 - 2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Agency upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.


5. **Fiscal Nonfunding.** The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by the County. Further obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. The County agrees to promptly notify the Agency and Advisory Board in writing of such failure of appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed.

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, for and on behalf of the East Lake Recreation Services District, a Municipal Services Taxing Unit

By: _____
Karen Seel, Chair

PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: _____
Rex Haslam, Chair

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

East Lake Recreation District		15 proposed Budget	Comments
Revenue			
ad valorem	536,850		Per County estimate
interest income	575		
public donations	-		
membership	-		
facility/ lease/rental	-		
other income	-		
advertising	1,000		Complex Sponsorship
special events	500		Fun run 5K
user agreements	600		Non Resident fees
programs	-		
FY'14 carry over	-		
REVENUE TOTAL	539,525		
Expenses			
PERSONNEL			
Wages	41,500		1 employee - Director Position
payroll taxes	3,609		7.65% SS & Med + 6.2% of \$7K SUTA & EAP per PHCSA
other personnel	120		estimate
health and life insurance	6,360		Health & DB Ins. per PHCSA estimate
workers compensation	-		
mileage, uniforms, other	-		
pension contribution	900		3% match
dues and memberships	-		
PERSONNEL TOTAL	52,489		
OPERATING			
Replacement/renewal capital assets	235,548		Electrical, lighting & irrigation replacement, parking lot
advertising	-		
bank charges	-		
equipment rental	360		PO Box rental
service contracts	1,860		Lake Wetland Service
freight & postage	-		
grounds care	151,920		Mowing & turf care
fire inspection/ monitoring	-		
insurance property, liability, flood	8,600		Liability & D&O insurance
supplies(office)	140		admin expenses
program expenses	-		
special events	-		
repair, maintenance of building	4,600		Building maint \$3,600 + Parking lot maintenance \$1,000
repair, maintenance of fields	55,000		Irrigation repair, top dressing, verti cutting, sod replacement
port o let rental	-		
surveys, leases, permits	-		
small tools and implements	-		
telecom- munications	-		
trash removal	3,888		Contracted rate - ELYSC & Meadows
utilities electric	6,700		Pump & parking lot electricity
water & sewer	1,800		Water \$1,200 + Surface water assessment \$600
bottle gas	-		
vehicle expense	-		
repair and maintenance equipment	4,100		Lightning system \$1,800 + grounds equipment \$2,300
OPERATING TOTAL	474,516		

East Lake Recreation District		15 proposed Budget	Comments
AGENCY			
advertising			
legal		5,000	Per PHCSA estimate
audit		-	No audit until after yr 1
accounting		3,000	Per PHCSA estimate
D&O insurance			
secretary		1,000	HR wages - per PHCSA estimate
supplies			
payroll taxes		3,020	Payroll services - per PHCSA estimate
miscellaneous		500	Per PHCSA estimate
AGENCY TOTAL		12,520	
TOTAL EXPENSE		539,525	
REVENUES		539,525	

P H C S A

Palm Harbor Community Services Agency, Inc.

Director – East Lake Recreation District Job Description

Salary Range: \$35,000 – \$48,000

Reports To: PHCSA (Palm Harbor Community Services Agency)

Approved By: PHCSA

Effective Date: 10/1/2014

Responsibilities:

- Coordinate the care and maintenance of the East Lake Youth Sports Complex (ELYSC) and the East Lake Meadows Sports Complex.
- Work with established East Lake sports organizations (East Lake Youth Football & Cheerleading, East Lake Little League and West Florida Flames Soccer) to maintain a high level of quality recreational facilities that meets the needs of all member organizations and their participants.
- Plan, recommend and implement all policies, practices and procedures that are approved by PHCSA and the County.
- Serve as “staff liaison” to the “ELYSA Advisory Board” by providing necessary leadership to assist them to fulfill their mission.
- In conjunction with input of the Advisory Board, develop, implement, and maintain an on-going long range strategic plan to include fiscal development, facility development and staff development.
- In conjunction with the Advisory Board, develop, recommend, implement and manage a yearly operating budget as approved by PHCSA.
- Develop, submit, and implement a clearly defined set of personal yearly performance goals and objectives that are mutually agreed upon by PHCSA and evaluated accordingly as part of the salary review process.
- Advise upon acquisition, design and construction of recreation areas.
- Prepare applications for federal, state and local grants.
- Develop bid specs, evaluate and write justifications for selection of vendor to be awarded, generate and approve purchase requisitions.
- Monitor department purchases for compliance to purchasing policy, approve department purchases, monitor products and services received for compliance to contracts.
- Perform any and all other duties and responsibilities as PHCSA may so direct

Education/Experience/Requirements

- Bachelor’s degree from an accredited college or ten (10) years of specific and substantial experience that prepares one to perform the job duties.
- Experience in facilities management including a management role/position.
- Valid Florida Driver’s License of the appropriate class or grade.
- Working knowledge of computer programs used in the administration of recreation facilities including Microsoft Office.
- Experience in project management.

Preferred Qualifications

Knowledge of:

- Concepts of recreation and leisure time programs and physical facilities for youth groups within a community.
- Public parks and recreation administration.
- Landscaping and design for public parks and facilities used for recreation.
- Basic landscape and horticulture techniques.
- Fiscal management, budget administration and methods and means of grant funding.
- Basic marketing and public relations.
- Relevant local, state and federal laws.
- Recreation design, construction and maintenance.

Ability to:

- Formulate, develop, administer and control budgets.
- Establish methods and means to prepare and carry-out long range administrative plans.
- Communicate effectively both verbally and in writing.
- Prepare data for comprehensive oral, written and audiovisual presentations.
- Present and participate at ELYSA Advisory Board and PHCSA Board meetings
- Work in a team management environment.