

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>9,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>9,000</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 0001 Dept. 767 Unit 7685 Object 8101

### B. Recommended Sources of Funds/Summary of Fiscal Impact: Youth Violence Prevention Project

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

[Signature] 3-21-08  
OFMB  
3/18/08 3/20/08  
CN 3/17/08

[Signature] 3/21/08  
Contract Dev. and Control  
3/21/08  
This amendment complies with  
our review requirements.

### B. Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**INTERLOCAL AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA, AND  
THE CITY OF RIVIERA BEACH, FLORIDA**

This First Amendment is made the First day of April, 2008, to the Agreement of October 1, 2007, R2007-2287, between the City of Riviera Beach, (hereinafter the "CITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a Governmental agency.

**WITNESSETH:**

**WHEREAS**, the CITY has an existing Agreement with the COUNTY for the Youth Violence Prevention Project; and

**WHEREAS**, the term of said Agreement is from October 1, 2007 through September 30, 2008; and

**WHEREAS**, the CITY purchased equipment as a part of the overall law enforcement strategy and additional equipment is necessary; and

**WHEREAS**, the Criminal Justice Commission recommends the purchase of the additional equipment; and

**WHEREAS**, the additional grant funds of \$9,000 will be used to purchase equipment to support the License Plate Recognition Cameras and other ballistics equipment previously purchased for the Youth Violence Prevention Project; and

**WHEREAS**, the COUNTY will reimburse the CITY for the equipment up to the amount of \$9,000.

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

1. The CITY agrees to purchase a laptop and server to support the License Plate Recognition Cameras and a Bullet Catcher to expedite the processing of evidence from bullet casings for a total amount not to exceed Nine Thousand Dollars (\$9,000). This is a reimbursable grant and funds will be provided once claims are submitted and approved.
2. Therefore, the maximum amount of the agreement is increased to Four hundred Sixty-four Thousand One Hundred Eighteen Dollars (\$464,118).

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

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51, this First Amendment shall not take effect until executed by the CITY and the COUNTY.

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.

**ATTEST:**

**PALM BEACH COUNTY, BY ITS  
BOARD OF COUNTY COMMISSIONERS:**

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

**WITNESS:**

Riviera Beach, FL

By: William A. Webb

By: Gloria Shuttlesworth  
GLORIA SHUTTLESWORTH  
ACTING CITY MANAGER

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: Michael L. Rodriguez  
Michael L. Rodriguez,  
Executive Director  
Criminal Justice Commission

R2007 2287 DEC 18 2007

**INTERLOCAL AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA, AND  
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2007 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

**WHEREAS**, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units 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 in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

**WHEREAS**, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

**WHEREAS**, on December 5, 2006 the BCC approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Boynton Beach to implement the Youth Violence Prevention Project; and

**WHEREAS**, the Youth Violence Prevention Project has been initiated in four of the five target areas; and

**WHEREAS**, the CITY has presented a proposal to initiate a partnership in accordance with the Youth Violence Prevention Project guidelines; and

**WHEREAS**, the COUNTY, will reimburse the CITY for the expenses outlined in the Budget Narrative in Exhibit "B", up to the amount of \$456,118 from October 1, 2007 through September 30, 2008 for the Youth Violence Prevention Project set forth in Exhibit "A". A copy of the budget is attached as Exhibit "B" and by this reference incorporated herein; and

**WHEREAS** the CITY will provide services and expenditures in the targeted areas as set

forth in Exhibits "A" and "B"; and

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

#### **SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Implementation Plan in Exhibit "E". The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit "B" for the Program in a total amount not to exceed \$456,118.

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all capital and event expenses in excess of \$500.00. All events must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

#### **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Brenda Oakes, whose telephone number is (561) 355-1617.

The CITY'S representative/contract monitor during the term of this Agreement shall be David Wright whose telephone number is (561) 845-4097.

#### **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including September 30, 2008 unless otherwise terminated as provided herein.

#### **SECTION 4. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project Implementation Plan delineated in Exhibit "E".

#### **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**

The CITY shall submit monthly programmatic reports (Exhibit "C") and monthly financial invoices (Exhibit "D") to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the city's expenditures for the Project. Upon receipt and approval of the

CITY's monthly programmatic and fiscal invoices, included as part of Exhibits A and B, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit "B"). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the project by the Florida State University College of Criminology and Criminal Justice. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

#### **SECTION 6. ACCESS AND AUDITS**

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the projects. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

#### **SECTION 7. BREACH/OPPORTUNITY TO CURE**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

#### **SECTION 9. ATTORNEY'S FEES**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

#### **SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY:

Michael L. Rodriguez  
Executive Director  
Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

With a copy to:

Dawn Wynn, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

For the CITY:

Thomas A. Masters, Mayor

600 West Blue Heron Blvd.  
City of Riviera Beach  
Riviera Beach, FL 33404

#### **SECTION 11. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

#### **SECTION 12. FILING**

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

#### **SECTION 13. LIABILITY**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

#### **SECTION 14. REMEDIES**

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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **SECTION 15. EQUAL OPPORTUNITY PROVISION**

The COUNTY and the CITY 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.

#### **SECTION 16. INSURANCE BY CITY OF RIVIERA BEACH**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.



When requested, CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

#### **Section 17. NOTICES**

The CITY, and its subcontractors, shall include information in all public announcements, advertisements and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners.

#### **Section 18. CRIMINAL HISTORY RECORDS CHECK**

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants.

#### **Section 19. REGULATIONS; LICENSING REQUIREMENTS:**

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **Section 20. CAPTIONS**

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

#### **Section 21. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision herein shall be 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.

#### **SECTION 22. ENTIRETY OF AGREEMENT**

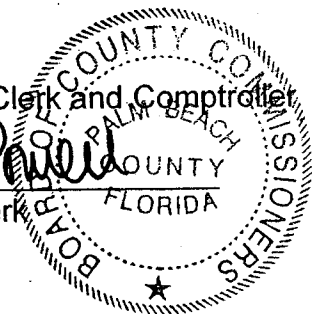
This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By:

Sharon R. Bock  
Deputy Clerk



R2007. 2287 DEC 18 2007

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

By:

John F. Koons  
Addie L. Greene, Chairperson  
John F. Koons, Vice Chair

(SEAL)

WITNESSES:

Carrie E. Ward 12/05/07  
Carrie E. Ward, MMC, City Clerk

CITY: Riviera Beach, FL

Thomas A. Masters  
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

[Signature]  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:

[Signature]  
Michael L. Rodriguez, Executive Director  
Criminal Justice Commission

REVIEWED FOR LEGAL SUFFICIENCY

[Signature]  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 12/5/07