

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 08/19/08

Consent     Regular  
 Ordinance     Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

**MOTION AND TITLE:** Staff recommends motion to approve: This amended and restated Interlocal Agreement (R2008-0088) with the City of Belle Glade to extend the termination date for the Youth Violence Prevention Project by 12 months, to September 30, 2009.

**SUMMARY:** The City of Belle Glade was identified as one the five cities at greatest risk for future violence as part of the Youth Violence Prevention Project (YVPP). The YVPP is in its second year of implementation and funding. The City of Belle Glade has identified space, hired a coordinator and is prepared to move forward with implementation of their plan.

The Youth Empowerment Center in Belle Glade will be located at 227 SW 6<sup>th</sup> Street in Belle Glade, Florida. The COUNTY (Facilities Development & Operations) agrees to cause the transfer of title of two mobile home vehicles at the COUNTY'S sole cost and expense. These funds are included in the FY2008 approved budget as part of the City of Belle Glade's original Interlocal Agreement (R2008-0088).

The funds are intended to cover start-up and program costs of \$300,000 (\$113,000 for relocation of a donated modular) for FY2008 and operating expenses of \$300,000 for FY2009. The funding for this Agreement will be extended by 12 months to expire on September 30, 2009. District 6 (DW)

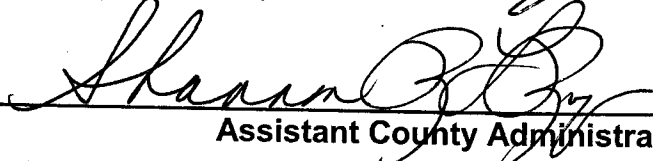
**BACKGROUND AND JUSTIFICATION:** On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a YVPP which would address the increase in violent firearms crimes. A Youth Violence Prevention Steering Committee was formed to bring local agencies together to create a comprehensive youth violence reduction program. The five targeted areas that became evident through violent crime mapping (GIS) analysis include Riviera Beach, West Palm Beach, Lake Worth, Boynton Beach, and Belle Glade.

Upon Board direction, the CJC created the Youth Violence Prevention Planning Steering Committee to coordinate and research the development of a YVPP. Palm Beach County experienced and continues to see an increase of shootings, generating tremendous concern on the part of the Board of County Commissioners, Criminal Justice Commission members, local law enforcement, educators and the community. (continued on page 3)

**Attachments:**

1. Amended and Restated Interlocal Agreement with the City of Belle Glade (3)

Recommended by:       8-8-08  
Department Director      Date

Approved By:       8/18/08  
Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	300,000	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	300,000	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 0001 Dept. 767 Unit 7686 Object 8101

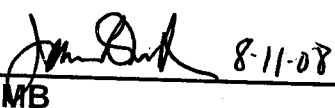

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The \$300,000 for FY 2008 is included in the current budget. The proposed budget for FY 2009 is an additional \$300,000.

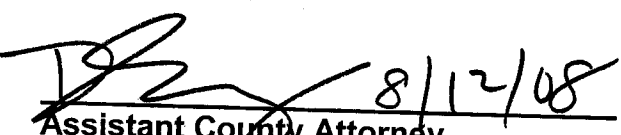
**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

 8-11-08  
 OFMB \_\_\_\_\_  
 8/11/08  
 Contract Dev. and Control \_\_\_\_\_  
*Handwritten notes: "OMM 8/8/08" and "8/11/08" are present near the signatures.*

**B. Legal Sufficiency:**

 8/12/08  
 Assistant County Attorney \_\_\_\_\_

This Contract complies with our contract review requirements.

*At the time of our review, the contract was not attended and there was no proof of insurance.*

**C. Other Department Review:**

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

(continued from page 1)

The CJC utilized a national model created by the U.S. Department of Justice, Office of Justice Programs. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports a multi-agency comprehensive approach is most effective. The project incorporates the model programs and the recommendations from the subcommittees.

The City of Belle Glade is the last of the five targeted sites to implement a Youth Empowerment Center. There is a renewed commitment to the project by the City's elected officials, including in-kind and financial support. To-date a coordinator has been hired, a site located and an RFP released for the provision of youth services.

09-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1  
BGEX-767-072208\*3130

FUND 0001 - General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 8/04/08	REMAINING BALANCE
<b>EXPENDITURES</b>								
767-7686-8101	Belle Glade Youth Empowerment Center	285,000	285,000	15,000		300,000	0	300,000
767-7685-3401	Youth Violence Prevention Project -	190,000	190,000		15,000	175,000		
<b>TOTAL EXPENDITURES</b>				<u>15,000</u>	<u>15,000</u>			

Criminal Justice Commission  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
_____	_____
_____	_____
_____	_____

By Board of County Commissioners  
At Meeting of 8/19/08

\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA, AND  
THE CITY OF BELLE GLADE, FLORIDA**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made \_\_\_\_\_ to amend and restate AGREEMENT R2008-0088, dated October 1, 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 Belle Glade, 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**, Florida State University College of Criminology and Criminal Justice research identified Belle Glade as one of the five areas of greatest concern; and

**WHEREAS**, on December 5, 2006 and January 15, 2008 the BCC approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Lake Worth 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, previously agreed to reimburse the CITY for the expenses outlined in the Budget Narrative up to the amount of \$300,000 from October 1, 2007

through September 30, 2008 for the Youth Violence Prevention Project, but now the parties agree as part of this Restated Agreement to accept, with use conditions, a donation of personal property in the form a County provided modular to be used as the facility from the COUNTY thereby reducing the amount of the FY 07-08 reimbursement to the City to \$187,000. The CITY'S revised budget for FY 07-08 is attached as Exhibit "A" and by this reference incorporated herein; 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"; and

**WHEREAS** the CITY will provide services and expenditures in the targeted areas as set forth in Exhibits "A" and "B"; and

**WHEREAS**, the COUNTY and CITY entered into an Interlocal Agreement (R2008-0088) to partner in the Youth Violence Prevention Project (hereinafter, the Project); and

**WHEREAS**, the CITY and COUNTY now desire to amend said Interlocal Agreement.

**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 the Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Project Implementation Plan in Exhibit "E". The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit "A" for the Project in a total amount not to exceed \$187,000 and to provide a modular as described in Section 2 hereof. In addition, the COUNTY agrees to reimburse the CITY for FY 08-09 expenses identified in Exhibit "B": for the Project in a total amount not to exceed \$300,000.

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 non- operating expenses (capital, equipment and special event) 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 by the CITY. 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.

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

Exhibits "A" and "B" together, fund the Program through September 30, 2009. At the end of the COUNTY funding, the CITY may elect to continue the Program with funds from sources other than the COUNTY or terminate the Agreement. In the event the CITY chooses to continue the PROGRAM after September 30, 2009 and then

subsequently is unable to continue funding the Program through the term of this Agreement, the CITY may elect to terminate this Agreement without such termination being considered a default.

## **SECTION 2. COUNTY DONATION OF MODULAR**

The COUNTY agrees to cause the transfer of title of two mobile home vehicles registered with the Florida Department of Motor Vehicles (together referred to as "Facility") with vehicle ID and title numbers of SMM10242A/100946347 and SMM10242B/100946451 respectively at the COUNTY'S sole cost and expense. The COUNTY's cost for the donation and relocation of the Facility is \$113,000. The cost of the work includes the following work items:

- 1) preparation of documents required for design/permitting of the work;
- 2) obtaining all necessary permits for the work;
- 3) relocation and reassembly of the Facility to the Property;
- 4) de-mucking of the portion of the Property on which the Facility is to be placed, if necessary;
- 5) plumbing and all equipment necessary to connect to City water and sewer facilities at the Property line; and
- 6) all electrical equipment to connect to commercial power at the Property line.

The COUNTY shall cause the Facility to be relocated to the CITY owned property located at 227 SW 6<sup>th</sup> Street in Belle Glade, Florida (referred to as the Property). The COUNTY has performed no due diligence on the Property and has no information as to the suitability of the Property for the uses contemplated under this Agreement. The CITY represents that it has performed such due diligence and that the use is allowed under CITY's code of Laws and Ordinances for the purposes contemplated by this Agreement and that the Property is otherwise suitable for the proposed use. The CITY also represents that utilities (water, sewer and electric) are available at the Property line. In the event that any use approvals or permits necessary by the CITY or any regulatory agency require off-site improvements, such improvements will be performed at the CITY's sole cost and expense. If the CITY cannot or elects not to fund such additional expenses, its only option is to seek termination of this Agreement.

In order for the Facility to be placed on the Property, the CITY shall provide the COUNTY with a scaled drawing of the property identifying the specific location and orientation of the Facility and the location of all utility (water, sewer and electric) connections at the Property line. The COUNTY shall prepare, or cause to be prepared, the drawings necessary to secure a permit for placement of the Facility as well as the utility connections and shall pursue the permits at its sole cost and expense. The CITY designates the City Manager as the person with authority to sign the permit applications as owner of the Property and designates the COUNTY and/or its Contractor as agent for the sole purposes of that permit. When all necessary permits have been received, the COUNTY shall cause the Facility to be installed pursuant to said permits and when

complete, transfer title for the Facility to the CITY. The CITY is accepting the Facility in its "as-is" condition with no representations on its condition or fitness for use and no warranties of any kind, express or implied. The COUNTY warrants the installation work performed by the COUNTY's Contractor with regard to the re-assembly of the Facility and installation of utility connections. If the CITY believes that the installation work is faulty, the CITY shall notify COUNTY in writing to COUNTY'S Facilities Development & Operations which will determine if such a claim is covered by the warranty pursuant to its contract with the Contractor and advise the CITY as to whether the claim for work is covered by the warranty and if so, pursue same through the Contractor until corrected.

The Facility is being donated to the CITY solely for the use as a Youth Empowerment Center and the CITY is accepting title to the Facility subject to the following use conditions:

- A. The Facility shall be solely and continuously used as a Youth Empowerment Center as outlined in this Agreement. Any other use of the Facility is strictly prohibited without prior written consent of the COUNTY. Use for any purpose other than those identified in this Agreement is at the COUNTY's sole and absolute discretion. In the event that the CITY 1) uses the Facility for any use other than those identified or authorized pursuant to this Agreement, or 2) ceases operations for a period of longer than 30 days for any reason other than casualty loss, the CITY will be considered in default of this provision. In the event a default occurs under this Section, the COUNTY shall have the sole right to remove the Facility from the CITY property and have title to the Facility transferred to the COUNTY. In the event that COUNTY determines that it desires to remove the Facility from the CITY property and have title transferred, the COUNTY shall do so at its sole cost and expense providing that the remaining unreimbursed expenses are sufficient to cover the cost of the removal and any other expenses incurred by the County as a result of the CITY's default. In the event that the remaining unreimbursed funds are insufficient to cover the cost of removal and any other expenses incurred by the COUNTY as a result of the CITY's default, the COUNTY may use funds due the CITY, but not reimbursed at the time of the default to cover its expenses. The CITY agrees to promptly execute the title transfer documents required to effectuate this provision within 7 calendar days of presentation.

In the event that a casualty causes the CITY to suspend the use or operation of the Facility, the CITY shall develop a plan of action to respond to the casualty within 30 days of the casualty. The plan of action shall address; 1) whether the CITY shall suspend use of the Facility permanently and dispose of the Facility and , 2) whether the CITY shall restore and repair the Facility in order to continue use and if so, the time frame for repairs or restoration. If the CITY opts to restore and repair the facility, the CITY shall provide a plan to the COUNTY regarding how to continue the Project during the restoration period or whether the programming will be temporarily suspended. The CITY shall return the Facility to its operating condition within 6 months of the casualty. In the event that the CITY fails to restore the Facility within 6 months of the casualty and resume the Project, all rights, title and interest in the Facility shall be transferred to the COUNTY and such action shall be considered a default under this Section.



- B. The Facility shall be maintained and operated in good and safe operating condition at a level which is equal to or greater than conditions required by any licensing agency or other governmental entities operating similar facilities and programs, including capital repairs, by the CITY at its sole cost and expense. Such costs are not eligible for reimbursement pursuant to this Agreement. The CITY agrees that it shall grant access, upon request, to a representative of the Facilities Development & Operations Department to observe the conditions of the Facility and compliance with this provision, no less than two times annually. The COUNTY shall have the right to request access to the Facility to follow-up on any complaints received with regard to the condition of the Facility. In the event that Facilities Development & Operations believes that there are deficiencies pursuant to this provision, the COUNTY shall notify the CITY in writing of such deficiencies. The CITY shall then be required to submit a plan, within 14 calendar days of receipt of same for correction of the deficiencies including specific courses of action for correction as well as the timetable for implementing same. That corrective plan will be reviewed within 7 calendar days of receipt and a written approval to proceed will be sent to the CITY or comments for the CITY to further address. The CITY shall then have 7 calendar days to submit a final plan which shall be acceptable to the COUNTY in its sole discretion.
- C. The Facility shall be secured by the CITY at all times. The CITY assumes all risk of loss with respect to the Facility upon transfer of title. If the Facility is stolen, vandalized or damaged (other than casualty loss), the CITY shall repair said vandalism and/or damage at its sole cost and expense. Costs for security and any work required pursuant to this Section are not eligible for reimbursement pursuant to this Agreement unless specifically included in, and approved by the COUNTY in the Budget Narrative, Exhibit B.
- D. During the term of this Agreement, the CITY shall not assign, convey, sell, donate, or otherwise dispose of or convey the Facility without the prior written consent of the COUNTY, which may be granted or withheld at the COUNTY's sole and absolute discretion. This Section shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### **SECTION 3. 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.

For the purposes of Section 2 only, the COUNTY's representative shall be Audrey Wolf, Director Facilities Development & Operations Department (or her designee), 2633 Vista Parkway, West Palm Beach, FL, 33411 at 561-233-0204. The CITY agrees that it shall contact the Director or her designee first with matters regarding Section 2 and further agrees that under no conditions will the CITY contact the COUNTY'S Contractor on any matter without the written approval of Facilities Development & Operations.

The CITY'S representative/contract monitor during the term of this Agreement shall be, Lillian Tomeu whose telephone number is (561) 996-0100.

#### **SECTION 4. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including September 30, 2018 unless otherwise terminated as provided herein.

#### **SECTION 5. RESPONSIBILITIES AND DUTIES**

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

#### **SECTION 6. 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 (Exhibits A, 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 7. 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 8. 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, unless other notice and cure period is provided for in the applicable Section in which case the Section specific notice and cure period applies, before exercising any of its rights as provided for in this Agreement.

#### **SECTION 9. TERMINATION**

This Section is hereby amended as follows: The COUNTY shall have the right to terminate this Agreement for any reason whatsoever or no reason at all upon 30 days

notice. In the event of termination by COUNTY for any reason other than default, the COUNTY's only obligation is to pay the CITY any reimbursable expenses incurred as of the date of the notice. In the event of termination by COUNTY for any reason other than default, the CITY shall be relieved of all modular donation conditions identified in Section 2 of this Agreement.

The CITY's only option to terminate this Agreement prior to September 30, 2009 is in the event that it elects not to fund off-site improvement costs required by regulatory agencies pursuant to Section 2 of this Agreement. In the event that the CITY elects to terminate pursuant to this specific provision AND if the election occurs prior to relocation of the Facility, the Agreement will be immediately terminated in its entirety. In the event that the CITY terminates the Agreement due to discontinuation of funding described in Section 1 at any time between October 1, 2009 – September 30, 2013, the COUNTY shall have the sole right to remove the Facility from the CITY property and have title to the Facility transferred to the COUNTY, at the COUNTY's sole cost and expense. Such right shall be exercised within 60 days from receipt of notice from the CITY. If the COUNTY opts to not remove the Facility, the CITY shall be relieved of all modular donation conditions identified in Section 2 of this Agreement. In the event that the CITY terminates this Agreement due to discontinuation of funding described in Section 1, at any time between October 1, 2013 and September 30, 2018 the CITY, at the time of termination, shall be relieved of all modular donation conditions identified in Section 2 of this Agreement.

If the CITY fails, neglects or refuses to perform any term or condition of this Agreement, the COUNTY shall have the right to 1) terminate this Agreement by written notice to the CITY, or 2) grant the CITY a reasonable period of time within which to cure such default. In the event that the COUNTY elects to allow the CITY to cure said default as set forth herein and the CITY fails or is unable to cure such a default within the applicable time period, COUNTY shall have the right to terminate this Agreement. In the event that the COUNTY elects to terminate this Agreement, the CITY shall convey title to possession of the Facility to the COUNTY pursuant to Section 2 of this Agreement.

In the event of the termination of the Project by either party under this or subsequent agreements, the items purchased pursuant to Section 1 of this Agreement shall be immediately transferred to the COUNTY.

If the COUNTY fails, neglects or refuses to perform any term or condition of this Agreement for which a specific remedy is not set forth in this Agreement, the CITY shall have the right to 1) grant COUNTY a reasonable period of time within which to cure such default during which time the COUNTY shall utilize reasonable efforts, excluding bringing suit, to remedy such default; or 2) seek specific performance of the terms hereof. In the event that CITY elects to allow the COUNTY to cure said default as set forth herein, and the COUNTY is unable to cure such default within the applicable time period for any reason, then CITY shall have the right to seek specific performance as set forth herein.

#### **SECTION 10. 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 11. 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

Audrey Wolf, Director  
Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL, 33411

For the CITY:                   Mayor Steve Wilson  
City of Belle Glade  
110 Dr. Martin Luther King, Jr. Blvd  
Belle Glade, FL 33430

## **SECTION 12. 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 13. FILING**

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

## **SECTION 14. 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 15. 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 16. 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 17. INSURANCE BY CITY OF BELLE GLADE**

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 18. NOTICES**

The CITY, and its subcontractors, shall include information in all public announcements, advertisements and printed materials relating to the 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 19. CRIMINAL HISTORY RECORDS CHECK**

In accordance with FS 435, 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 20. 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 21. CAPTIONS**

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

#### **SECTION 22. 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 23. 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.

This section intentionally left blank

**SECTION 24. WRITTEN AMENDMENT**

This Amended and Restated Agreement shall not take effect until executed by the CITY and COUNTY.

This Agreement may be modified and amended only by written instrument executed by the parties hereto

**ATTEST:**

Sharon R. Bock, Clerk and Comptroller

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

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

(SEAL)

WITNESSES:

CITY: Mayor Steven Wilson  
Belle Glade, FL

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**2007-2008 UNIFORM BUDGET**

**Full Name of Funder**  
**Palm Beach County, Criminal Justice Commission**

**Funding Period:**  
 From: October 1, 2007 To: September 30, 2008

Full Legal Name of Agency	Local Address of Agency
City of Belle Glade Office of the City Manager	110 Dr. Martin Luther King Jr. Blvd. W Belle Glade, FL. 33430
Telephone Number	Fax Number
561-996-0100	561-996-2435

Prepared By	
Signature	Typed Name and Title
Date Submitted	Telephone Number
	561-996-0100

Authorized Signature	
Signature	Title
Typed Name	Date

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

Agency: City of Belle Glade  
Program: Youth Empowerment Center

Proposed Budget For Year Ending:

September 30, 2008

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources		
2. Dept. of Children & Families		
3. Palm Beach County (Specify) Criminal Justice Commission	187,000	
4. Children's Services Council		
5. Federal (Specify)		
6. School District		
7. Other (Specify)		
8. United Way		
8a. United Way of Palm Bch Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		
10. Fund Raising		
11. Contributions, Legacies & Bequests		
12. Membership Dues		
13. Program Service Fees and Sales		
14. Investment Income		
15. In-Kind (COBG)		\$85,335
16. Miscellaneous Revenue		
<b>17. Total Revenues</b>	<b>\$187,000</b>	<b>\$85,335</b>

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit A

Page 2 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2008

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries - Coordinator	37,103	
19. Employee Benefits		
a. FICA	3242.00	
b. FL Unemployment	303.34	
c. Workers' Compensation	133	
d. Health Plan	10,924	
e. Retirement	5,627	
20. Sub-Total Employee Benefits	\$20,230	\$0
21. Sub-Total Salaries & Benefits	\$57,333	\$0
22. Travel		
a. Travel/Transportation	\$300	
b. Conferences/Registration/Travel	0	
23. Sub-Total Travel	\$300	\$0
24. Building/Occupancy		
a. Land (\$1.50x22,000 sqft = \$33,000)City contribution		\$33,000
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$33,000
26. Communications/Utilities		
a. Telephone	\$750	
b. Postage & Shipping	\$300	
c. Utilities (Power/Water/Gas) (City Contribution)	\$2,000	3,500
27. Sub-Total Communications/Utilities	\$3,050	\$3,500

All Financial Information Rounded to Nearest Dollar

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE**

Exhibit A

Page 3 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2008

<b>EXPENDITURES</b>	<b>PBC Requested Amount</b>	<b>Balance Amount</b>
<b>28. Printing &amp; Supplies</b>		
a. Office Supplies- furniture/tables/chairs	3,500	
b. Program Supplies - <i>games, cards, dvds, cds, books, card tables and chairs, educational materials will be used for the recreational use of the facility targeting 50 youth per day. Other program supplies will be part of contracted support services.</i>	700	
c. Printing & Publications	1,200	
<b>29. Sub-Total Printing &amp; Supplies</b>	<b>\$5,400</b>	<b>\$0</b>
<b>30. Food Service - after school refreshments for 50 participants per day for 365 days @ \$1/day.</b>	750	0
<b>31. Other</b>		
a. Professional Fees/Contractual/Legal		
b. Insurance	1,400	
c. Building Maintenance ( <i>City Contribution</i> )		9,500
d. Equipment Rental & Maintenance - <i>maintenance of computer equipment, office equipment; equipment rental for activities and events such as grand openings and other related milestones.</i>	7,000	
e. Specific Assistance to Individuals - <i>fees for teen to join organized activities - i.e. league sports, clubs</i>		
f. Membership Dues - <i>and subscriptions to publications related to teen programing, membeships to organizations like FRPA that offer networking opportuniities and training sessions with others operating similar facilities around the country.</i>		
g. Training & Development - <i>Staff training, all day session, with nationally recognized youth programs trainer.</i>		
h. Awards & Grants ( <i>Awarded to organizations to provide services to youth</i> )	56,500	
i.		
Payments to Affiliated Organizations -		
j. Payments to Non Affiliated Organizations		
k. Miscellaneous - Security Installa	\$2,500	
<b>32. Sub-Total Other</b>	<b>\$67,400</b>	<b>\$9,500</b>

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE**

Exhibit A

Page 4 of 4

<b>33. Equipment Purchase (capital items)</b>		
a. Dodge 12 passenger van	\$43,000	\$0
b. Stationery Games (Billiards table, foosball)	\$2,000	
c. Technology Training Program Hardware & Software	\$7,767	
<b>31. Sub-Equipment Purchase (capital items)</b>	<b>\$52,767</b>	<b>\$0</b>
<b>34. Indirect/Administrative Costs ( City Contribution)</b>		39,335
<b>35. Total Expenditures</b>	<b>\$187,000</b>	<b>\$85,335</b>
<b>36. Total administrative cost of program</b>		

All Financial Information Rounded to Nearest Dollar



**FORM C: TOTAL AGENCY BUDGET BY PROGRAM**

Agency: **City of Belle Glade**

Proposed Budget For Year Ending:

**September 30, 2008**

<b>REVENUES</b>							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items							Total Budget
<u>PROGRAM NAME</u>							
1. Funds from Government Sources							
1a. Dept. of Children & Families							\$0
1b. Palm Beach County (Specify)	187,000						\$187,000
1c. Children's Services Council							\$0
1d. Federal (Specify)							\$0
1e. School District							\$0
1f. Other -City of Belle Glade							\$0
2. United Way							
2a. United Way of Palm Beh Cty							\$0
2b. United Way/Community Chest							\$0
2c. Other United Way							\$0
3. Foundation (Specify)							\$0
4. Fund Raising							\$0
5. Contributions, Legacies & Bequests							\$0
6. Membership Dues							\$0
7. Program Service Fees and Sales							\$0
8. Investment Income							\$0
9. In-Kind (City of Belle Glade)		76305.00					\$76,305
10. Miscellaneous Revenue							\$0
<b>11. Total Revenues</b>	<b>\$187,000</b>	<b>\$76,305</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$263,305</b>

**FORM C: TOTAL AGENCY BUDGET BY PROGRAM**

Agency: City of Belle Glade

Proposed Budget For Year Ending:

**September 30, 2008**

<b>EXPENDITURES</b>								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>PROGRAM NAME</b>	<b>Items</b>							<b>Total Budget</b>
<b>12.</b>	<b>Salaries</b>	37,103						\$37,103
<b>13.</b>	<b>Employee Benefits</b>							
	a. Employee Benefits	20,230						\$20,230
	b. Payroll Taxes & Unemployment							
<b>14.</b>	<b>Sub-Total Salaries and Benefits</b>	<b>\$57,333</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,333</b>
<b>15.</b>	<b>Travel</b>							
	a. Travel/Transportation	300						\$300
	b. Conferences/Registration/Travel	0						\$0
<b>16.</b>	<b>Sub-Total Travel</b>	<b>\$300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300</b>
<b>17.</b>	<b>Building/Ownership/Occupancy</b>							
	a. Rent(City Contribution)		23970.00					\$23,970
	b. Depreciation							
	<b>Sub-Total Bldg/Ownership/Occupancy</b>	<b>\$0</b>	<b>\$23,970</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,970</b>
<b>18.</b>	<b>Communications/Utilities</b>							
	a. Telephone	750						\$750
	b. Postage & Shipping	300.00						\$300



## FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Page 3 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2008

EXPENDITURES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items								Total Budget
<u>PROGRAM NAME</u>								
c. Utilities (Power/Water/Gas) (City Contribution)		2,000	3,500					\$5,500
<b>19. Sub-Total Comm/Utilities</b>		<b>\$3,050</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,550</b>
<b>20. Printing &amp; Supplies</b>								
a. Office Supplies		3,500						\$3,500
b. Program Supplies		700						\$700
c. Printing & Publications		1,200						\$1,200
<b>21. Sub-Total Printing &amp; Supplies</b>		<b>\$5,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,400</b>
<b>22. Food Service</b>		750						\$750
<b>23. Other</b>								
a. Professional Fees/Contractual/Legal		0						\$0
b. Insurance		1,400	0.00					\$1,400
c. Building Maintenance		-	9500.00					\$9,500
d. Equipment Rental & Maintenance		7,000						\$7,000

**FORM C: TOTAL AGENCY BUDGET BY PROGRAM**

Agency: City of Belle Glade

Proposed Budget For Year Ending: September 30, 2008

EXPENDITURES							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items							Total Budget
<u>PROGRAM NAME</u>							
e. Specific Assistance to Individuals							\$0
f. Membership Dues							\$0
g. Training & Development							\$0
h. Awards & Grants	56,500						\$56,500
i. Payments to Affiliated Organizations							\$0
j. Payments to Non Affiliated Organizations							\$0
k. Miscellaneous	2,500						\$2,500
<b>24. Sub-Total Other</b>	<b>\$67,400</b>	<b>\$9,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$76,900</b>
<b>25. Equipment Purchase (capital items)</b>	<b>52,767</b>	<b>0.00</b>					<b>\$52,767</b>
<b>26. Indirect/Admin Costs</b>		<b>39335.00</b>					<b>\$39,335</b>
<b>27. Total Expenditures</b>	<b>\$187,000</b>	<b>\$76,305</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$263,305</b>

**FORM C-1: TOTAL AGENCY SALARIES BY POSITION  
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

**For Year Ending September 30, 2008**

	<b>Position Title</b>	<b># of Positions</b>	<b>Total Salaries</b>
1	Youth Violence Coordinator	1.00	52,300
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**2008-2009 UNIFORM BUDGET**

**Full Name of Funder**

**Palm Beach County, Criminal Justice Commission**

**Funding Period:**

From: October 1, 2008 To: September 30, 2009

Full Legal Name of Agency	Local Address of Agency
City of Belle Glade Office of the City Manager	110 Dr. Martin Luther King Jr. Blvd. W Belle Glade, FL. 33430
Telephone Number	Fax Number
561-996-0100	561-996-2435

Prepared By	
Signature	Typed Name and Title
Date Submitted	Telephone Number

Authorized Signature	
Signature	Title
Typed Name	Date

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE**  
**FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

Agency: City of Belle Glade  
 Program: Youth Empowerment Center

Proposed Budget For Year Ending:

September 30, 2009

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources		
2. Dept. of Children & Families		
3. Palm Beach County (Specify) Criminal Justice Commission	300,000	
4. Children's Services Council		
5. Federal (Specify)		
6. School District		
7. Other (Specify)		
8. United Way		
8a. United Way of Palm Bch Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		
10. Fund Raising		
11. Contributions, Legacies & Bequests		
12. Membership Dues		
13. Program Service Fees and Sales		
14. Investment Income		
15. In-Kind (COBG)		\$74,690
16. Miscellaneous Revenue		
<b>17. Total Revenues</b>	<b>\$300,000</b>	<b>\$74,690</b>

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Page 2 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

EXPENDITURES	PBC Requested Amount	Balance Amount
<b>18. Salaries - Coordinator</b>	\$52,300	
<b>19. Employee Benefits</b>		
a. FICA	\$4,001	
b. FL Unemployment	\$283	
c. Workers' Compensation	\$150	
d. Health Plan	\$10,990	
e. Retirement	\$3,661	
<b>20. Sub-Total Employee Benefits</b>	<b>\$19,085</b>	<b>\$0</b>
<b>21. Sub-Total Salaries &amp; Benefits</b>	<b>\$71,385</b>	<b>\$0</b>
<b>22. Travel</b>		
a. Travel/Transportation/Fuel	\$4,500	
b. Conferences/Registration/Travel	6,695	
<b>23. Sub-Total Travel</b>	<b>\$11,195</b>	<b>\$0</b>
<b>24. Building/Occupancy</b>		
a. Land (\$1.50x22,000 sqft = \$33,000) City contribution		\$33,000
b. Depreciation		
<b>25. Sub-Total Building/Occupancy</b>	<b>\$0</b>	<b>\$33,000</b>
<b>26. Communications/Utilities</b>		
a. Telephone	\$4,600	
b. Postage & Shipping	\$350	
c. Utilities (Power/Water/Gas)	\$7,000	
<b>27. Sub-Total Communications/Utilities</b>	<b>\$11,950</b>	<b>\$0</b>

All Financial Information Rounded to Nearest Dollar

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE**

Exhibit B

Page 3 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

<b>EXPENDITURES</b>	<b>PBC Requested Amount</b>	<b>Balance Amount</b>
<b>28. Printing &amp; Supplies</b>		
a. Office Supplies	7,500	
b. Program Supplies - <i>games, cards, dvds, cds, books, card tables and chairs, educational materials will be used for the recreational use of the facility targeting 50 youth per day. Other program supplies will be part of contracted support services.</i>	5,000	
c. Printing & Publications	1,200	
<b>29. Sub-Total Printing &amp; Supplies</b>	<b>\$13,700</b>	<b>\$0</b>
<b>30. Food Service - after school refreshments for 50 participants per day for 365 days @ \$1/day.</b>	<b>\$9,125</b>	<b>\$0</b>
<b>31. Other</b>		
a. Professional Fees/Contractual/Legal - Off Duty Deputy Permit	40,000	
b. Building Insurance	10,000	
c. Building Maintenance (City Contribution)	1,145	\$2,355
d. Equipment Rental & Maintenance - <i>maintenance of computer equipment, office equipment; equipment rental for activities and events such as grand openings and other related milestones.</i>	3,000	
e. Specific Assistance to Individuals - <i>fees for teen to join organized activities - i.e. league sports, clubs</i>	1,000	
f. Membership Dues - <i>and subscriptions to publications related to teen programing, membeships to organizations like FRPA that offer networking opportunities and training sessions with others operating similar facilities around the country.</i>		
g. Training & Development - <i>Staff training, all day session, with nationally recognized youth programs trainer.</i>	5,000	
h. Awards & Grants (Awarded to organizations to provide services to youth)	100,000	
i.		
Payments to Affiliated Organizations -		
j. Payments to Non Affiliated Organizations		
k. Miscellaneous ( Security Maintenance and Monitor)	\$2,500	
<b>32. Sub-Total Other</b>	<b>\$162,645</b>	<b>\$2,355</b>

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE**

Exhibit B

Page 4 of 4

<b>33. Equipment Purchase (capital items)</b>		
a. Center Equipment	\$10,000	
b. Nutrition Program Equipment	\$5,000	
c. Technology Training Program Hardware & Software	\$5,000	
<b>34. Sub-Equipment Purchase (capital items)</b>	<b>\$20,000</b>	<b>\$0</b>
<b>35. Sub-Indirect/Administrative Costs ( City Contribution)</b>	<b>\$0</b>	<b>\$39,335</b>
<b>36 Total Expenditures</b>	<b>\$300,000</b>	<b>\$74,690</b>

All Financial Information Rounded to Nearest Dollar





FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Agency: City of Belle Glade

Proposed Budget For Year Ending:

**September 30, 2009**

REVENUES							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items							Total Budget
<u>PROGRAM NAME</u>							
1. Funds from Government Sources							\$0
1a. Dept. of Children & Families							\$300,000
1b. Palm Beach County (Specify)	300,000						\$0
1c. Children's Services Council							\$0
1d. Federal (Specify)							\$0
1e. School District							\$0
1f. Other -City of Belle Glade							\$0
2. United Way							\$0
2a. United Way of Palm Bch Cty							\$0
2b. United Way/Community Chest							\$0
2c. Other United Way							\$0
3. Foundation (Specify)							\$0
4. Fund Raising							\$0
5. Contributions, Legacies & Bequests							\$0
6. Membership Dues							\$0
7. Program Service Fees and Sales							\$0
8. Investment Income							\$0
9. In-Kind (City of Belle Glade)		74690.00					\$74,690
10. Miscellaneous Revenue							\$0
<b>11. Total Revenues</b>	<b>\$300,000</b>	<b>\$74,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$374,690</b>

## FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Page 2 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

EXPENDITURES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items								Total Budget
<u>PROGRAM NAME</u>								
12. Salaries		52,300						\$52,300
13. Employee Benefits								
a. Employee Benefits		19,085						\$19,085
b. Payroll Taxes & Unemployment								
14. Sub-Total Salaries and Benefits		\$71,385	\$0	\$0	\$0	\$0	\$0	\$71,385
15. Travel								
a. Travel/Transportation		4,500						\$4,500
b. Conferences/Registration/Travel		6,695						\$6,695
16. Sub-Total Travel		\$11,195	\$0	\$0	\$0	\$0	\$0	\$11,195
17. Building/Ownership/Occupancy								
a. Rent(City Contribution)			33000.00					\$33,000
b. Depreciation								
Sub-Total Bldg/Ownership/Occupancy		\$0	\$33,000	\$0	\$0	\$0	\$0	\$33,000
18. Communications/Utilities								
a. Telephone		4,600						\$4,600
b. Postage & Shipping		350.00						\$350

**FORM C: TOTAL AGENCY BUDGET BY PROGRAM**

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

<b>EXPENDITURES</b>								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>PROGRAM NAME</b>	<b>Items</b>							<b>Total Budget</b>
	c. Utilities (Power/Water/Gas) (City Contribution)	7,000						\$7,000
<b>19.</b>	<b>Sub-Total Comm/Utilities</b>	<b>\$11,950</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,950</b>
<b>20.</b>	<b>Printing &amp; Supplies</b>							
	a. Office Supplies	7,500						\$7,500
	b. Program Supplies	5,000						\$5,000
	c. Printing & Publications	1,200						\$1,200
<b>21.</b>	<b>Sub-Total Printing &amp; Supplies</b>	<b>\$13,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,700</b>
<b>22.</b>	<b>Food Service</b>	9,125						\$9,125
<b>23.</b>	<b>Other</b>							
	a. Professional Fees/Contractual/Legal	40,000						\$40,000
	b. Insurance	10,000						\$10,000
	c. Building Maintenance	1,145	2355.00					\$3,500
	d. Equipment Rental & Maintenance	3,000						\$3,000

**FORM C: TOTAL AGENCY BUDGET BY PROGRAM**

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

<b>EXPENDITURES</b>								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>PROGRAM NAME</b>	<b>Items</b>							<b>Total Budget</b>
	e. Specific Assistance to Individuals	1,000						\$1,000
	f. Membership Dues							\$0
	g. Training & Development	5,000						\$5,000
	h. Awards & Grants	100,000						\$100,000
	i. Payments to Affiliated Organizations							\$0
	j. Payments to Non Affiliated Organizations							\$0
	k. Miscellaneous	2,500						\$2,500
<b>24.</b>	<b>Sub-Total Other</b>	<b>\$162,645</b>	<b>\$2,355</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$165,000</b>
<b>25.</b>	<b>Equipment Purchase (capital items)</b>	<b>20,000</b>	<b>0.00</b>					<b>\$20,000</b>
<b>26.</b>	<b>Indirect/Admin Costs</b>		<b>39335.00</b>					<b>\$39,335</b>
<b>27.</b>	<b>Total Expenditures</b>	<b>\$300,000</b>	<b>\$74,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$374,690</b>

**FORM C-1: TOTAL AGENCY SALARIES BY POSITION  
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

**For Year Ending September 30, 2009**

Position Title		# of Positions	Total Salaries
1	Youth Violence Coordinator	1.00	52,300
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

# Youth Violence Prevention Project Monthly Programmatic Report

Exhibit C

Return to: Palm Beach County Criminal Justice Commission  
 Youth Violence Prevention Coordinator  
 301 North Olive Ave., Suite 1001  
 West Palm Beach, FL 33401

**REPORTING MONTH:** \_\_\_\_\_

Organization: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Person completing this form: \_\_\_\_\_

Due Dates: The 10th of each month  
 following each month of services.

<b>YOUTH EMPOWERMENT CENTER</b>	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input style="width: 100%; height: 20px;" type="text"/>
Career Academy:	<input style="width: 100%; height: 20px;" type="text"/>
Comm. Outreach Program:	<input style="width: 100%; height: 20px;" type="text"/>
Cultural Diversity Training:	<input style="width: 100%; height: 20px;" type="text"/>
Employment Services:	<input style="width: 100%; height: 20px;" type="text"/>
Job Training:	<input style="width: 100%; height: 20px;" type="text"/>
Life Skills:	<input style="width: 100%; height: 20px;" type="text"/>
Parenting Classes:	<input style="width: 100%; height: 20px;" type="text"/>
Safe School Program:	<input style="width: 100%; height: 20px;" type="text"/>
Teen Center:	<input style="width: 100%; height: 20px;" type="text"/>
Tutoring:	<input style="width: 100%; height: 20px;" type="text"/>
Mentoring:	<input style="width: 100%; height: 20px;" type="text"/>

<b>LAW ENFORCEMENT</b>	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input style="width: 100%; height: 20px;" type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input style="width: 100%; height: 20px;" type="text"/>

**JUSTICE SERVICE CENTER**

Please indicate the total number of participants for the following categories:

Mental Health :

Substance Abuse:

Probation Sanction:

Community Service:

Life Skills:

Social Services:

Legal Services:

Employment:

Cult. Competency Training


**Please include any other information pertaining to current projects/events.**

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Reimbursement Request

**SUMMARY STATEMENT OF TOTAL PROJECT COSTS**

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category			Category Total
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____ Project Director</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Typed Name of Project Director</p>			

DETAIL OF SALARIES AND BENEFITS

Subgrantee:		County:	Claim Period:				Claim #:
Project #:		Project Title:				Telephone:	
Name of Employee	Job Title	Type of Work Performed on Project	Hrs. Worked on Project	Total Hrs. Worked	%	Gross Salary for Pay Period	Charges to Project
Subtotals							
Add Actual Cost of Retirement, Group Insurance, FICA Taxes, Etc. (from Page 3, Details of Benefits)							
Total Overtime Pay and Benefits (form Page 4, Details of Overtime Pay and Benefits)							
This column total must appear on Page 1, Summary Statement.					Total Salaries and Benefits		

DETAIL OF BENEFITS

Subgrantee:		County:		Claim Period:			Claim #:	
Project #:		Project Title:					Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits						Total Charges to Project		

DETAIL OF OVERTIME PAY AND BENEFITS

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:	Telephone:	
Name of Employee	Job Title	Type of Work Performed on Project	Hrs. Worked on Project	Charges to Project
Subtotals				
Add Actual Cost of Retirement, Group Insurance, FICA Taxes, Etc. (from Page 5, Details of Benefits for Overtime Only)				
This column total must appear on Page 2, Detail of Salary and Benefits, if regular Salaries and Benefits are included in the budget. If no regular Salaries and Benefits are included then this column total must appear on Page 1, Summary Statement.			Total Overtime Pay and Benefits	

DETAIL OF BENEFITS FOR OVERTIME ONLY

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits				Total Charges to Project		

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Services Provided (Provide Unit Cost if Applicable)	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.			Total	

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.			Total	

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

Subgrantee:		County:		Claim Period:		Claim #:	
Project #:		Project Title:				Telephone:	
Vendor		Description of Property		Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.					Total		



DETAIL OF INDIRECT COSTS

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.			Total	

**Criminal Justice Commission  
Implementation Plan for Youth Violence Prevention Project**

Each participating city, in recognition of the findings of the Criminal Justice Commission's Youth Violence Prevention Project Steering Committee that youth violence must be addressed in a comprehensive and systematic way, wishes to participate in this worthwhile project.

Each participating city agrees to:

- Abide by the requirement that all city-related projects and efforts will service the residents within the identified geographic areas as outlined by Criminal Justice Commission maps
- The city will make a commitment of building space for services within the identified geographical areas
- Design a phase-in plan, including timeline, for the creation of a Youth Empowerment Center
- Design a phase-in plan, including timeline, for a Justice Service Center
- Participate in the multi-agency task force law enforcement component of the Youth Violence Prevention Project
- Utilize the findings of the Project's 500 youth surveys to develop and prioritize youth empowerment programs
- Pay the city's portion of all goods, services, and personnel used in connection with this project
- Develop separate community advisory boards for youth and young adults
- Participate in all aspects of evaluation including data collection, data sharing, site monitoring and visits

**Background:**

The Criminal Justice Commission utilized a national model created by the U.S. Department of Justice, Office of Justice Programs for the development of the Youth Violence Prevention Project. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports that a multi-agency comprehensive approach is the most effective. The project incorporates the model programs and the recommendations from the Subcommittees.

**Components:**

1. **Crime Prevention:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. **Law Enforcement:**

The law enforcement strategies include:

- a. Provide training for all law enforcement agencies on the collection of evidence by standardization of evidence collection policies, procedures and training
- b. Utilization of the newer technology "license plate recognition cameras" in each of the targeted areas
- c. Community oriented police officer in each targeted area
- d. Ad campaigns utilizing bus shelters and billboards to assist in cold case investigations, provide crime prevention tips, and to make people aware of the penalties for gun crimes
- e. Gun safety programs, including working with gun dealers to better secure the firearms
- f. Multi-Agency Task Forces
  - i. Violent Crimes Task Force
  - ii. Joint operations with Alcohol, Tobacco, Firearms, and Explosives

3. **Courts:**

The strategies for the Courts component are designed to divert youth from the juvenile justice system and provide the judiciary with additional sanctions.

- a. Extend Youth Court within each targeted area
- b. Establish Aggression Replacement Therapy (ART) as a specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age
- c. Initiate judicial training on ways to involve the parents more in the judicial process to reduce the likelihood of recidivism
- d. Fund new prosecutor to handle violent firearm crimes with defendants up to 29 years of age and to work with law enforcement on the prosecution of these crimes

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance.

Educational programs such as Safe Schools and Career Academies, and law enforcement strategies except for the cameras and the community oriented police officer would be countywide. Each targeted area will have an Advisory Board of residents and a Teen/Youth Council. For each area, a Memorandum of Understanding will describe the participation of the local government, human service agencies, foundations and other funding sources. The CJC will maintain oversight until all sites have been established.

The specific programs are: Youth Empowerment Centers and Justice Service Centers in the five targeted areas incorporate all four components of the plan. Memorandums of Understanding will be completed by Criminal Justice Commission.

Youth Empowerment Center Programs:	Responsibility
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
<b>Teen Center</b> Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events.	City
<b>Career Academy</b> Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
<b>After-school Activities</b> Provide a variety of the latest Recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b>	City

Exhibit E

<p>Provide before school/after-school tutoring, including FCAT skill building</p>	
<p><b>Mentoring</b> Provide mentors for youth to support and be positive role models</p>	<p><b>MOU with Big Brothers Big Sisters</b></p>
<p><b>Job Training</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.</p> <p>Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee. Alliance expects to bring the selected programs to over 500 youths, both in-school and out-of-school</p>	<p><b>MOU with Workforce Alliance and Palm Beach Community College</b></p>
<p><b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, services available</p>	<p><b>City and MOU with collaborating agencies</b></p>
<p><b>Community Outreach</b> A worker to intervene with youth in the Youth Empowerment Center area to engage them in positive activities.</p>	<p><b>City</b></p>
<p><b>Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of</p>	<p><b>MOU with Workforce Alliance</b></p>

Exhibit E

motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement	
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
<b>Life Skills</b>	City
<b>Cultural Diversity Training</b>	City

<b>Justice Service Center</b>	<b>Responsibility</b>
Develop the Justice Service Center concept in targeted neighborhoods in order to provide assistance to residents, juvenile offenders, and adult offenders. The Justice Service Center would provided services to assist residents and both juvenile and adult offenders either onsite or through referrals. These services would include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, community outreach, and probation sanction assistance.	
<b>Justice Service Center Facility</b>	City
<b>Mental Health Services</b> The Justice Service Center would provide assistance to those seeking mental health services. By partnering with mental health providers, residents and both juvenile and adult offenders can access services through referrals.	MOU with DCF
<b>Substance Abuse Services</b> Substance Abuse Services- the Justice Service Center would be able to provide substance abuse counseling either onsite or through referrals.	MOU with DCF
<b>Community Service</b> Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations.	City
<b>Employment Services</b> The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce	MOU with Workforce Alliance

Exhibit E

Alliance and other agencies, the Justice Service Center would offer and array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	
<b>Legal Services</b>	<b>City/Public Defender</b>
<b>Cultural Competency Training</b>	<b>City</b>
<b>Life Skills</b>	<b>City</b>
<b>Social Services</b>	<b>City</b>

<b>Law Enforcement</b>	<b>Responsibility</b>
<b>Evidence Collection Training and MOU for standardized collection</b>	<b>MOU with Palm Beach Community College and City</b>
<b>Community Oriented Policing</b> A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	<b>City</b>
<b>License Plate Recognition Cameras</b> To place such units in areas where stolen vehicles are most likely to be driven.	<b>City</b>
<b>Gun Safety Programs</b> To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.  1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.  2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include	<b>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</b>

Exhibit E

<p>working together at gun shows or simply as tracking over the counter sales.</p> <p><b>3:</b> To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p><b>Joint Operations</b> Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p><b>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</b></p>
<p><b>Race Relations Training</b></p>	<p><b>City</b></p>

<b>Courts</b>	<b>Responsibility</b>
<p><b>Youth Court</b></p>	<p><b>MOU with School District</b></p>
<p><b>Aggression Replacement Therapy (ART)</b> established as a specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age.</p>	<p><b>Contract with Agency to provide it countywide</b></p>
<p><b>Initiate judicial training</b> on ways to involve the parents more in the judicial process to reduce the likelihood of recidivism.</p>	<p><b>MOU</b></p>
<p><b>Fund new prosecutor</b> to handle violent firearm crimes with defendants up to 29 years of age and to work with law enforcement on the prosecution of these crimes</p>	<p><b>CJC Agreement with Office of the State Attorney</b></p>