

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 1/13/09 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: The second amendment to the Interlocal Agreement (R2008-0088), with the City of Belle Glade to reduce the amount of funding being provided to the City for programming in FY 08-09 by \$44,200 resulting in a new total not to exceed \$442,800 for the contract period October 1, 2008 to September 30, 2009 to support the build-out of the Youth Empowerment Center, the prevention component of the Youth Violence Prevention Project.

SUMMARY: The City recently submitted a site plan which includes a sidewalk, parking lot, lighting, fencing and other enhancements which increased the budget required for the move/installation of the Youth Empowerment Center modular by \$44,200. The City has agreed to transfer these funds back to the CJC so payment can be made for such improvements. The total for the relocation, install, and enhancements of the modular is \$157,200. 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 (continued on page 3)

Attachments:

1. 2nd Amendment to the Interlocal Agreement (3 originals)

Recommended by:  1-6-08
 Department Director Date

Approved by:  1/6/09
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2009	2010	2011	2012	2013
EXPENDITURES	151,200	_____	_____	_____	_____
OPERATING COSTS	151,200	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>151,200</u>	_____	_____	_____	_____
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES <u>X</u>		NO _____		

BUDGET ACCOUNT NO.: FUND 0001 AGENCY 767 ORG. 7686 OBJECT 3401

B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

As part of the September 9, 2008 resolution with the City of Belle Glade (R2008-1538) \$113,000 was returned to the CJC for payment to PBC FDO for the transport of a donated modular which will serve as Belle Glade's Youth Empowerment Center. An additional \$44,200 is now needed to cover a site plan including fencing, sidewalks, lighting and other appropriate enhancements for a total of \$157,200.

C. DEPARTMENTAL FISCAL REVIEW: DR for Mike Szekas . 12/30/08

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

Jim Paul 12-30-08
OFMB 12/30/08

Dr. J. Saout 12/30/08
CONTRACT ADMINISTRATION

This Contract complies with our contract review requirements.

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

B. LEGAL SUFFICIENCY:

[Signature] 1-5-09
ASSISTANT COUNTY ATTORNEY
The contract has not been executed by the City of Belle Glade.

Contract approved by City of Belle Glade on Jan. 5, 09 with no change made.
V. Bonvento 1/6/09

C. OTHER DEPARTMENT REVIEW:

Anthony Wolf

(continued from page 1)

tremendous concern on the part of the Board of County Commissioners, Criminal Justice Commission members, local law enforcement, educators and the community. 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. FDO is projecting mid to late March for occupancy.

**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, and \$255,800 for FY 08-09. The CITY'S revised combined budget for FY 07-08 and FY 08-09 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 Exhibit A; 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 \$442,800 and to provide a modular as described in Section 2 hereof.

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.

Exhibit A funds 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 \$157,200. 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;
- 6) all electrical equipment to connect to commercial power at the Property line, and
- 7) all other items required to complete the scope of work in order to implement the site plan which is shown in Exhibit B.

The COUNTY shall cause the Facility to be relocated to the CITY owned property located at 227 SW 6th Street in Belle Glade, Florida (referred to as the Property). 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.

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 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 A.
- 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 Exhibit A, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit A). 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, 6th 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.

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:

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

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

(SEAL)

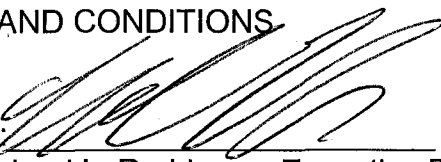
WITNESSES:

CITY: Mayor Steven Wilson
Belle Glade, FL

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

2007-2008 UNIFORM BUDGET

Full Name of Funder
Palm Beach County, Criminal Justice Commission

Funding Period:
 From: October 1, 2007 To: September 30, 2009

Full Legal Name of Agency	Local Address of Agency
City of Belle Glade Department of Youth Empowerment	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, 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	442,800	
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)		\$76,305
16. Miscellaneous Revenue		
17. Total Revenues	\$442,800	\$76,305

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit A

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Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries - Coordinator	89,403	
19. Employee Benefits		
a. FICA	7,227	
b. FL Unemployment	586.34	
c. Workers' Compensation	300	
d. Health Plan	21,914	
e. Retirement	9,288	
20. Sub-Total Employee Benefits	\$39,315	\$0
21. Sub-Total Salaries & Benefits	\$128,718	\$0
22. Travel		
a. Travel/Transportation	\$4,800	
b. Conferences/Registration/Travel	\$6,695	
23. Sub-Total Travel	\$11,495	\$0
24. Building/Occupancy		
a. Land (\$42.50x4700 sqft = \$1997.50 x 12 months = \$23,970) City contribution		\$23,970
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$23,970
26. Communications/Utilities		
a. Telephone	\$5,350	
b. Postage & Shipping	\$650	
c. Utilities (Power/Water/Gas) (City Contribution)	\$9,000	3,500
27. Sub-Total Communications/Utilities	\$15,000	\$3,500

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit A

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Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

EXPENDITURES	PBC Requested Amount	Balance Amount
28. Printing & Supplies		
a. Office Supplies- furniture/tables/chairs	11,000	
b. Program Supplies - 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.	5,700	
c. Printing & Publications	2,400	
29. Sub-Total Printing & Supplies	\$19,100	\$0
30. Food Service - after school refreshments for 50 participants per day for 365 days @ \$1/day.	9,875	0
31. Other		
a. Professional Fees/Contractual/Legal		
b. Insurance	11,400	
c. Building Maintenance (City Contribution)	1,145	9,500
d. Equipment Rental & Maintenance - maintenance of computer equipment, office equipment; equipment rental for activities and events such as grand openings and other related milestones.	10,000	
e. Specific Assistance to Individuals - fees for teen to join organized activities - i.e. league sports, clubs	1,000	
f. Membership Dues - 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.		
g. Training & Development - Staff training, all day session, with nationally recognized youth programs trainer.	5,000	
h. Awards & Grants (Awarded to organizations to provide services to youth)	152,300	
i.		
Payments to Affiliated Organizations -		
j. Payments to Non Affiliated Organizations		
k. Miscellaneous - Security Installation & Maintenance	\$5,000	
32. Sub-Total Other	\$185,845	\$9,500
33. Equipment Purchase (capital items)		
a. Dodge 12 passenger van	\$43,000	\$0

Exhibit A

b. Center Equipment (Billiards table, foosball, etc.)	\$12,000	
c. Technology Training Program Hardware & Software	\$12,767	
d. Nutrition Program Equipment	\$5,000	
31. Sub-Equipment Purchase (capital items)	\$72,767	\$0
34. Indirect/Administrative Costs (City Contribution)		39,335
35. Total Expenditures	\$442,800	\$76,305
36. Total administrative cost of program		

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							
1a. Dept. of Children & Families							\$0
1b. Palm Beach County (Specify)	442,800						\$442,800
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 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)		76305.00					\$76,305
10. Miscellaneous Revenue							\$0
11. Total Revenues	\$442,800	\$76,305	\$0	\$0	\$0	\$0	\$519,105

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
PROGRAM NAME								
12. Salaries		89,403						\$89,403
13. Employee Benefits								
a. Employee Benefits		39,315						\$39,315
b. Payroll Taxes & Unemployment								
14. Sub-Total Salaries and Benefits		\$128,718	\$0	\$0	\$0	\$0	\$0	\$128,718
15. Travel								
a. Travel/Transportation		4,800						\$4,800
b. Conferences/Registration/Travel		6,695						\$6,695
16. Sub-Total Travel		\$11,495	\$0	\$0	\$0	\$0	\$0	\$11,495
17. Building/Ownership/Occupancy								
a. Rent(City Contribution)			23970.00					\$23,970
b. Depreciation								
Sub-Total Bldg/Ownership/Occupancy		\$0	\$23,970	\$0	\$0	\$0	\$0	\$23,970
18. Communications/Utilities								
a. Telephone		5,350						\$5,350
b. Postage & Shipping		650.00						\$650

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Page 3 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>								
c. Utilities (Power/Water/Gas) (City Contribution)		9,000	3,500					\$12,500
19. Sub-Total Comm/Utilities		\$15,000	\$3,500	\$0	\$0	\$0	\$0	\$18,500
20. Printing & Supplies								
a. Office Supplies		11,000						\$11,000
b. Program Supplies		5,700						\$5,700
c. Printing & Publications		2,400						\$2,400
21. Sub-Total Printing & Supplies		\$19,100	\$0	\$0	\$0	\$0	\$0	\$19,100
22. Food Service		9,875						\$9,875
23. Other								
a. Professional Fees/Contractual/Legal		0						\$0
b. Insurance		11,400	0.00					\$11,400
c. Building Maintenance		1,145	9500.00					\$10,645
d. Equipment Rental & Maintenance		10,000						\$10,000

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Page 4 of 4

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2009

EXPENDITURES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
PROGRAM NAME	Items							Total Budget
	e. Specific Assistance to Individuals	1,000						\$1,000
	f. Membership Dues							\$0
	g. Training & Development	5,000						\$5,000
	h. Awards & Grants	152,300						\$152,300
	i. Payments to Affiliated Organizations							\$0
	j. Payments to Non Affiliated Organizations							\$0
	k. Miscellaneous	5,000						\$5,000
24.	Sub-Total Other	\$185,845	\$9,500	\$0	\$0	\$0	\$0	\$195,345
25.	Equipment Purchase (capital items)	72,767	0.00					\$72,767
26.	Indirect/Admin Costs		39335.00					\$39,335
27.	Total Expenditures	\$442,800	\$76,305	\$0	\$0	\$0	\$0	\$519,105

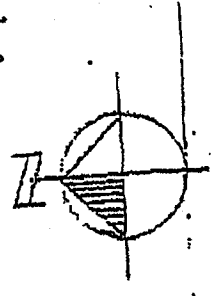
**FORM C-1: TOTAL AGENCY SALARIES BY POSITION
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

For Year Ending September 30, 2009

	Position Title	# of Positions	Total Salaries
1	Youth Violence Coordinator	1.00	89,403
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Ex B

Revised
10/15/08



YOUTH
EMPOWERMENT
CENTER

4" WATER
8" SAN
SW AVENUE 3 PLACE

ADD SIDEWALK

OH ELECT.

POLE

OH ELECT.

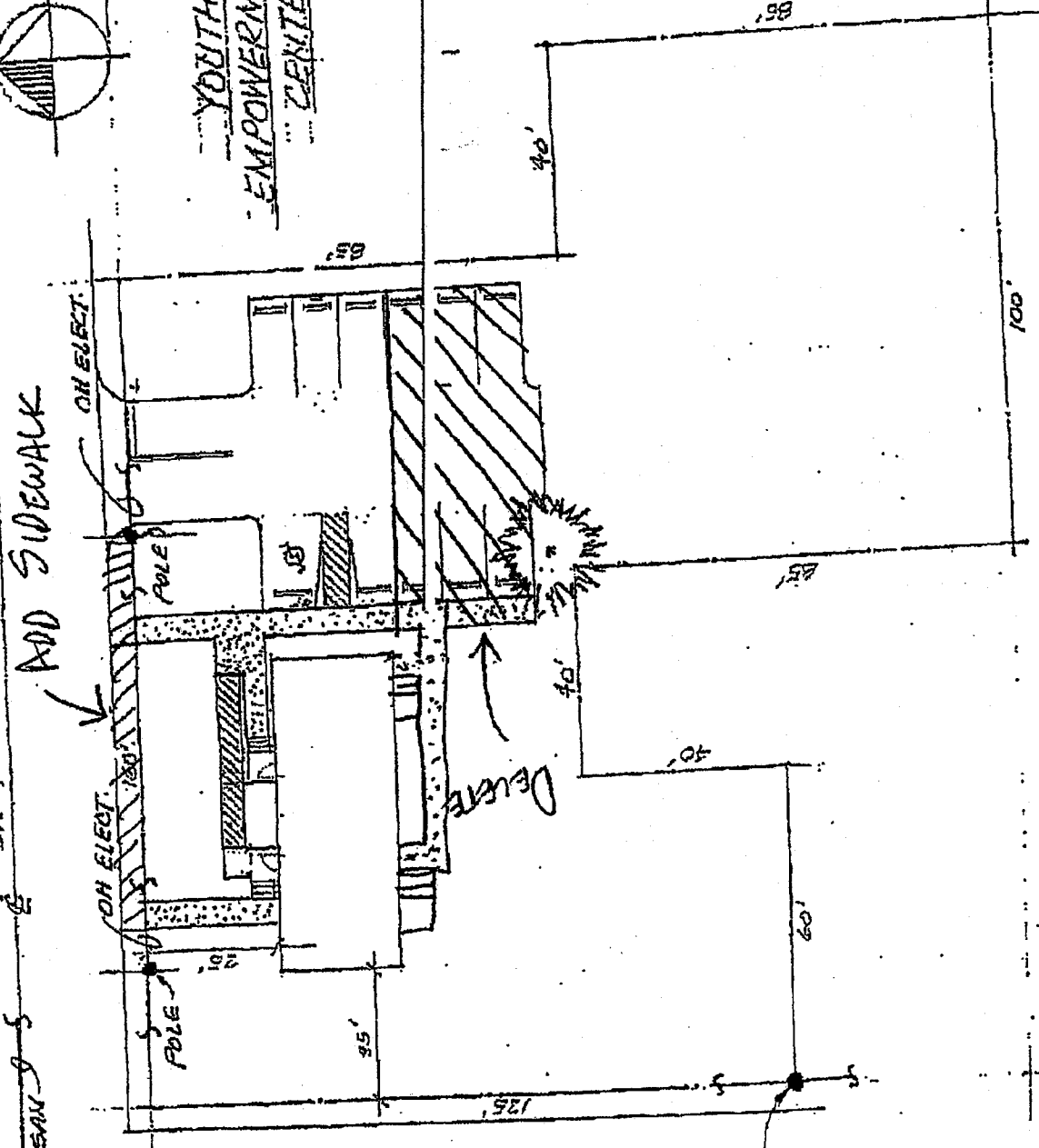
POLE

DECK

55
MH #1495

SW. G. STREET

OH
ELECTRIC
POLE



SITE PLAN

CREATED BY: J. J. BOGGS

**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
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center 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
Career Academy 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
After-school Activities Provide a variety of the latest Recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
Tutoring	City

<p>Provide before school/after-school tutoring, including FCAT skill building</p>	
<p>Mentoring Provide mentors for youth to support and be positive role models</p>	<p>MOU with Big Brothers Big Sisters</p>
<p>Job Training 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>MOU with Workforce Alliance and Palm Beach Community College</p>
<p>Information on Resources Provide information on existing resources for youth including school programs, job training and employment opportunities, services available</p>	<p>City and MOU with collaborating agencies</p>
<p>Community Outreach A worker to intervene with youth in the Youth Empowerment Center area to engage them in positive activities.</p>	<p>City</p>
<p>Employment Services 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>MOU with Workforce Alliance</p>

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

Justice Service Center	Responsibility
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.	
Justice Service Center Facility	City
Mental Health Services 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
Substance Abuse Services Substance Abuse Services- the Justice Service Center would be able to provide substance abuse counseling either onsite or through referrals.	MOU with DCF
Community Service Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations.	City
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce	MOU with Workforce Alliance

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.	
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing 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.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs 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	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

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

Courts	Responsibility
Youth Court	MOU with School District
Aggression Replacement Therapy (ART) established as a specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age.	Contract with Agency to provide it countywide
Initiate judicial training on ways to involve the parents more in the judicial process to reduce the likelihood of recidivism.	MOU
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	CJC Agreement with Office of the State Attorney