

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 20, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:		
Submitted By:	<u>PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION</u>	
Submitted For:	<u>PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION</u>	

EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: (A) An Interlocal Agreement for \$75,000 with the Palm Beach County Sheriff's Office (PBSO) as a partner to support the law enforcement component of the Youth Violence Prevention Project (YVPP) for the period of October 1, 2009 to September 30, 2010; **(B)** a Budget Transfer of \$75,000 in the American Recovery and Reinvestment Act – Justice Assistance Grant (ARRA JAG) Fund to increase budget for PBSO; and **(C)** a Budget Amendment for \$75,000 in the Sheriff's Grant Fund to recognize the transfer from the ARRA JAG Fund.

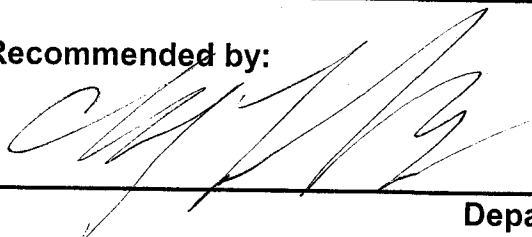
SUMMARY: Palm Beach County has received a direct award of \$1,246,822 as part of the FY2009 American Recovery and Reinvestment Act - Justice Assistance Grant (JAG): Local Solicitation. This award was received and filed by the Board of County Commissioners on October 6, 2009 as R2009-1700. The Law Enforcement Planning Council, representing the Law Enforcement component of the Youth Violence Prevention Project, has approved \$75,000 to allocate overtime for members of the Violent Crimes Task Force to conduct strategic operations. There is no requirement for match with the JAG funds. Countywide (DW)

BACKGROUND & JUSTIFICATION: The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners, continues the Youth Violence Prevention Project which includes the commitment from local law enforcement jurisdictions to address the increase in violent crime. The purpose of the Youth Violence Prevention Project is to implement a comprehensive strategy that includes the four components of the criminal justice system to prevent and combat gun-related youth violence in Palm Beach County. Strategies to reduce the incident of violent crime include: improving evidence collection methods by establishing countywide standards, increasing the number of multi-agency strategic operations, and acquiring innovative technologies to optimize criminal prosecutions. The Violent Crimes Task Force consists of municipal police departments, as well as the Palm Beach County Sheriff's Office. The Criminal Justice Commission has recommended the use of Byrne Grant funds to fund these operations.

ATTACHMENTS:

1. Agreement with the Palm Beach County Sheriff's Office
2. Budget Transfer (Fund 1503)
3. Budget Amendment (Fund 1152)

Recommended by:



Department Director

3-25-10

Date

Approved By:



Assistant County Administrator

4/8/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

FISCAL YEAR	2010	2011	2012	2013	2014
CAPITAL EXPENDITURES					
OPERATING COSTS	75,000				
EXTERNAL REVENUES	<75,000>				
PROGRAM INCOME (County)					
IN-KIND MATCH (County)					
NET FISCAL IMPACT	<u>-0-</u>				
# OF ADDITIONAL FTE POSITIONS					

IS ITEM IN CURRENT BUDGET? YES NO

BUDGET ACCOUNT NO.: FUND DEPT UNIT

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

The program is funded by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY2009 Recovery Act Justice Assistance Grant (Fund 1503)

C. DEPARTMENTAL FISCAL REVIEW: *mf*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB *N. Davis* 4/2/2010
3/31/10
3/26/10

John J. Jacobson 4/5/10
 Contract Administration

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 4/6/10
 Assistant County Attorney

C. Other Departmental Review:

[Signature]

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

**AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS, PALM BEACH COUNTY,
FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE,
WEST PALM BEACH, FLORIDA**

THIS AGREEMENT is entered into this First day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

WITNESSETH

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

WHEREAS, the purpose of the Youth Violence Prevention Project is to implement a comprehensive strategy that includes the four components of the criminal justice system to prevent and combat gun related youth violence in Palm Beach County; and

WHEREAS, four subcommittees- crime prevention, law enforcement, courts and corrections, developed the comprehensive plan for countywide strategies and programs; and

WHEREAS, the Law Enforcement Planning Council representing the Law Enforcement component has approved a plan that includes the overtime to be utilized by the Violent Crimes Task Force; and

WHEREAS, the Palm Beach County Sheriff's Office has the lead in the Violent Crimes Task Force for Palm Beach County; and

WHEREAS, the grant will be used to pay for overtime for members of the Violent Crimes Task Force conducting strategic operations and the parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant; and

WHEREAS, the COUNTY will reimburse PBSO for the expenses outlined in the Violent Crimes Task Force strategic operations, up to the amount of \$75,000 from October 1, 2009 through September 30, 2010.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PBSO agree as follows:

BW/7/29/2009

Attachment # /

SECTION 1. PURPOSE

- A. The PBSO agrees to allocate overtime for the Violent Crimes Task Force strategic operations, including participating agencies, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000). This is a reimbursable grant and funds will be provided once claims are submitted and approved.

This Agreement shall be effective as of the first day of October, 2009 and shall terminate the thirtieth day of September, 2010, unless otherwise terminated or extended as herein provided.

- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for the expenses of overtime for the Violent Crimes Task Force strategic operations. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, Finance Division. Invoices to the County shall include a reference to this Agreement, identify the project and identify the amount due and payable to the PBSO. Invoices received from the PBSO will be reviewed and approved by the COUNTY'S CJC Executive Director or designee, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.
- C. The PBSO will provide reports as requested by the COUNTY and required by Florida State University as part of the overall evaluation of the Youth Violence Prevention Project. The data collected will be used to evaluate the progress toward the goal stated in the Youth Violence Prevention Project Goals and Objectives and the Byrne/JAG requirements.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. Both the COUNTY and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.
- B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party's representative/liaison and attached to the original Agreement.

SECTION 3. LIABILITY

- A. The COUNTY, as a political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 4. TERMINATION

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party. Notwithstanding, if the COUNTY terminates this Agreement pursuant to this provision and PBSO has purchased, or has ordered and is obligated to pay for, the overtime specific to strategic operations for the Violent Crimes Task Force, the COUNTY shall reimburse PBSO for such overtime pursuant to Section 1(B) of this Agreement.

SECTION 5. NOTICE AND CONTACT

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Attention: Michael L. Rodriguez

with a copy to: County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401
Attention: Dawn Wynn

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
Attention: Ric Bradshaw

with a copy to: George Forman, CFO
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SECTION 6. VENUE

The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 7. 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 8. 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 PBSO.

SECTION 9. EQUAL OPPORTUNITY PROVISION

The COUNTY and PBSO agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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 10. CRIMINAL HISTORY RECORDS CHECK

The COUNTY and the PBSO agree to comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. All employees who enter a "critical facility" will be subject to a fingerprint based criminal records check. Although the COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history checks, PBSO agrees to be responsible for the financial, schedule and staffing implications in complying with Ordinance 2003-030.

SECTION 11. REGULATIONS; LICENSING REQUIREMENTS

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO 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 12. INVALIDITY OF CLAUSES

The invalidity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 13. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the Sheriff has executed this Agreement on behalf of the PBSO on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairman~~ **BURT AARONSON**
CHAIR

WITNESS:

Signature

PALM BEACH COUNTY SHERIFF'S OFFICE:

By: _____
Ric Bradshaw, Sheriff

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

FUND 1503 - JAG LLEBG ARRA

BGEX 767-022410*875

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 2/24/10	REMAINING BALANCE
EXPENDITURES								
820-7675-9020	Transfer to PBSO Grants Fund 1152	0	164,000	75,000		239,000	0	239,000
762-9900-9902	Operating Reserves	1,030,822	806,822		75,000	731,822	0	731,822
TOTAL EXPENDITURES				<u>75,000</u>	<u>75,000</u>			

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures

Date

MS

2/24/10

By Board of County Commissioners
At Meeting of 3/23/10

Deputy Clerk to the
Board of County Commissioners

Attachment #

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

BGEX 767-022410*876
BGRV 767-022410*223

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
160-2178-8093	Violent Crimes Taskforce 2010 Tr fr Fund 1503	0	0	75,000	0	75,000		
	TOTAL REVENUES	805,398	\$6,303,985	\$75,000	\$0	\$6,378,985		
Expenditures								
160-2178-9498	Violent Crimes Taskforce 2010 Transfer to PBSO Fund 1902	0	0	75,000	0	75,000		
	TOTAL EXPENDITURES	805,398	\$6,303,985	\$75,000	\$0	\$6,378,985		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of March 23, 2010

Deputy Clerk to the
Board of County Commissioners

Attachment #

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