

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

Meeting Date: 10/5/2010 ☒ 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: (A) An Amendment to the interlocal agreement (R2010-0529) with the City of West Palm Beach to extend the expiration date from September 30th, 2010 through December 31st, 2010 to support the West Palm Beach Youth Violence Prevention Project; (B) An Amendment to the interlocal agreement (R2010-0530) with the City of Riviera Beach to extend the expiration date from September 30th, 2010 through December 31st, 2010 and the addition of \$3,000 for the purchase of a bullet catcher that has been recommended by the director of the Palm Beach County Firearms Lab to support the Riviera Beach Youth Violence Prevention Project; (C) An Amendment to the interlocal agreement (R2010-0531) with the City of Boynton Beach to extend the expiration date from September 30th, 2010 through December 31st, 2010 to support the Boynton Beach Youth Violence Prevention Project; (D) An Amendment to the interlocal agreement (R2010-0532) with the City of Lake Worth to extend the expiration date from September 30th, 2010 through December 31st, 2010 to support the Lake Worth Youth Violence Prevention Project; (E) The 4th Amended and Restated interlocal agreement with the City of Belle Glade to extend the expiration date from September 30th, 2010 through December 31st, 2010 to support the Belle Glade Youth Violence Prevention Project.

SUMMARY: The Criminal Justice Commission (CJC) recommended the use of \$1,691,582 from the Federal FY09 Recovery Act Edward Byrne Memorial Justice Assistance grant for the continuation of the Youth Violence Prevention Project (YVPP) and its primary partners, the five cities at greatest risk for future violence. The YVPP began the fourth year of implementation and funding on October 1, 2009. To date, the funds have established Youth Empowerment Centers in all five geographic areas (listed above) identified as hot-spots and a Justice Service Center in Riviera Beach. In addition, joint law enforcement operations with multiple revenue sources complete the suppression component of the YVPP. Remaining grant funds of \$150,000 will be contracted for law enforcement training and technology for the 4th year evaluation. The Florida Department of Law Enforcement (FDLE) approved this extension on July 14, 2010. Countywide (GB)

BACKGROUND AND POLICY ISSUES: On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a Youth Violence Prevention Project 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.

Attachments:

1. Interlocal Agreement with the City of West Palm Beach (3)
2. Interlocal Agreement with the City of Riviera Beach (3)
3. Interlocal Agreement with the City of Boynton Beach (3)
4. Interlocal Agreement with the City of Lake Worth (3)
5. Interlocal Agreement with the City of Belle Glade (3)
6. FDLE, Office of Criminal Justice Grants, Grant Adjustment Notice

RECOMMENDED BY: 

DEPARTMENT DIRECTOR

DATE

9-24-10

APPROVED BY: 

ASSISTANT COUNTY ADMINISTRATOR

DATE

9/29/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item In adopted Budget? Yes _____ No X

Budget Account No: Fund _____ Agency _____ Org _____ Object _____

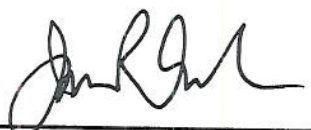
B. Recommended Sources Of Funds/Summary of Fiscal Impact:

Unexpended funds from FDLE grant will be administratively carried forward to FY 2011.
The additional funding for the City of Riviera Beach has already been budgeted as part of the Youth Violence Prevention Project in 0001-767-7685-3401 for FY2010.

C. Departmental Fiscal Review: ms 9/22/10

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:


OFMB
9/22/10

 9/28/10
Contract Development & Control
E. Jones 9/28/10

B. Legal Sufficiency:

 9/23/10
Assistant County Attorney

These amendments
comply with our
review requirements.

Res 12-10

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF WEST PALM BEACH, FLORIDA**

This First Amendment is made the fourteenth day of September, 2010 to the Agreement of April 6, 2010 R2010-0529 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 West Palm Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

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

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$323,000 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until December 31, 2010.

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

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until December 31, 2010.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

ATTEST:

Sharon R. Bock, Clerk and Comptroller

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

By: _____

Deputy Clerk

By: _____

Burt Aaronson, Chair

(SEAL)

WITNESSES:

CITY: West Palm Beach, FL

Lois J. Frankel, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency

By: SLP

Date: 8/30/10

**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

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

This First Amendment is made the fifth day of October, 2010 to the Agreement of April 6, 2010 R2010-0530 between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

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

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the term of said Agreement was from October 1, 2009 through September 30, 2010; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until December 31, 2010; and

WHEREAS, the Law Enforcement Work Group has identified a gap in the City of Riviera Beach for the timeliness and ease of processing firearms test-fires; and

WHEREAS, the parties mutually desire to amend the Agreement adding an additional \$3,000 to the existing Interlocal Agreement for a total of \$426,512; and

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

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until December 31, 2010;
2. The COUNTY will reimburse the CITY for up to \$3,000 specifically to be used to purchase a Forensic Buddy to enhance the county's firearms protocol.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the contract price.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

ATTEST:

Sharon R. Bock, Clerk and Comptroller

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

By: _____

Deputy Clerk

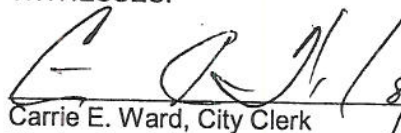
By: _____

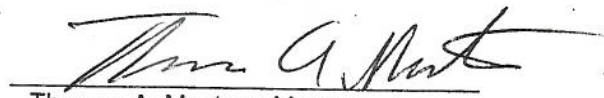
Burt Aaronson, Chair

(SEAL)

WITNESSES:

CITY: Riviera Beach, FL



Carrie E. Ward, City Clerk
Master Municipal Clerk


Thomas A. Masters, Mayor

**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

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF BOYNTON BEACH, FLORIDA**

This First Amendment is made the fifth day of October, 2010 to the Agreement of April 6, 2010 R2010-0531 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 Boynton Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

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

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$279,900 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until December 31, 2010.

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

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until December 31, 2010.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed

County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the contract price.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

ATTEST:

Sharon R. Bock, Clerk and Comptroller

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

By: _____

Deputy Clerk

By: _____

Burt Aaronson, Chair

(SEAL)

WITNESSES:

CITY: Boynton Beach, FL

Kurt Bressner, City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____

County Attorney

By: _____

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF LAKE WORTH, FLORIDA**

This First Amendment is made the fifth day of October, 2010 to the Agreement of April 6, 2010 R2010-0532 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 Lake Worth, 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, upon direction from the Board of County Commissioners, continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$265,170 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until December 31, 2010.

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

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until December 31, 2010.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the

Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the contract price.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: _____

Deputy Clerk

By: _____

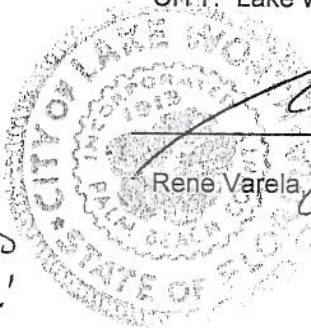
Burt Aaronson, Chair

(SEAL)

WITNESSES:

CITY: Lake Worth, FL

Robert M. Anich



[Signature]

Rene Varela, Mayor

Approved as to form!
9/8/10

By: *Elaine A. Humphrey*
City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

County Attorney

By: *[Signature]*

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

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

THIS FOURTH 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, the Youth Violence Prevention Project has been initiated in Belle Glade; and

WHEREAS, the CITY has implemented a Youth Empowerment Center in accordance with the Youth Violence Prevention Project guidelines; and

WHEREAS, the COUNTY agrees to reimburse the CITY up to an additional \$250,000 for FY2010 and roll over any unobligated dollars from FY2009 to continue to operate the Youth Violence Prevention Project; 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 Scope of Work in Exhibit B. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Project in a total amount not to exceed \$250,000 for FY2010.

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.

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.

The CITY'S representative/contract monitor during the term of this Agreement shall be Annette Parchment 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. Notwithstanding anything in this Agreement to the contrary, as it relates to the funding of this Agreement, the term of this contract shall be from October 1, 2009 to December 31, 2010.

SECTION 5. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit B.

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. 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 termination notice. In the event of termination by COUNTY for any reason other than default, the CITY shall be relieved of all modular donation conditions.

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.

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

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 be 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, gender identity and expression, 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, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 19. CRIMINAL HISTORY RECORDS CHECK

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

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 as per Florida Statute, Chapter 435.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.

- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.
- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. 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 23. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Interlocal Agreement for subsequent fiscal years in contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 24. CAPTIONS

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

SECTION 25. 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 26. OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price

SECTION 27. 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 28. WRITTEN AMENDMENT

This Fourth Amended and Restated Agreement shall not take effect until executed by the CITY and COUNTY. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement,

written or oral, relating to this Agreement.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

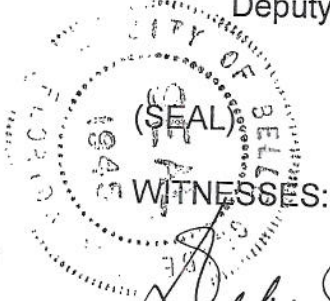
ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

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

By: _____
Burt Aaronson, Chair



WITNESSES:

CITY: Mayor Steven Wilson
Belle Glade, FL

Steven Wilson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

GLEN J. TORCIVIA

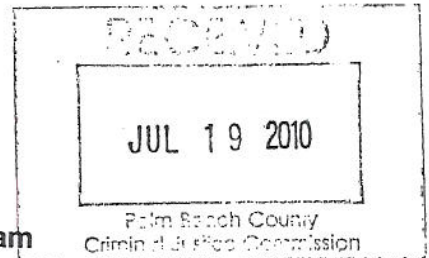
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308



Recovery Act Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: Palm Beach County Board of Commissioners

TITLE OF PROJECT: PALM BEACH COUNTY YOUTH VIOLENCE PREVENTION PROJECT

GRANT NUMBER: 2010-ARRC-PALM-3-W7-348 ADJUSTMENT NUMBER: 3

NATURE OF ADJUSTMENT: GrtPerExt

TO SUBGRANTEE:

Pursuant to your request of 07/02/2010 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

<u>Clayton H. Wilder</u>	<u>7-14-10</u>
Authorized Official	Date
Clayton H. Wilder	
Administrator	

The grant period is extended through December 31, 2010.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Attachment # 6