PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: December 7, 2010 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. **EXECUTIVE BRIEF**

MOTION AND TITLE: Staff recommends motion to approve: An Amendment to the contract (R2010-0106) with the City of Pahokee to extend the expiration date from September 30: 2010 through December 31: 2010 to support the Fresh Start program.

SUMMARY: The Criminal Justice Commission (CJC) recommended the use of \$132,000 from the Federal FY09 Recovery Act Edward Byrne Memorial Justice Assistance grant for the Pahokee Fresh Start Program targeting middle school aged youth (after school programming) and young adults 18-24 (job skills training and employment assistance) with the overall goal of crime prevention. A late start-up impacted the ability of Fresh Start to operate for a full 12 month period, thus requiring additional time to complete program requirements. <u>District 6</u> (GB)

BACKGROUND AND POLICY ISSUES:

On January 12, 2010 the Criminal Justice Commission (CJC) entered into an Agreement with the City of Pahokee - Fresh Start Program targeting middle school aged youth (after school programming) and young adults 18-24 (job skills training and employment assistance) with the overall goal of preventing crime. The City of Pahokee agreed to provide 50 middle school students with anti-violence related activities including recreation for the entire 12 month period of the Agreement. This program will also serve 60 young adults who are out-of-school and seeking to continue their education or for those who are seeking employment, assist with job readiness skills and job seeking.

Attachments:

1. Amended Agreement with the City of Pahokee (3)

2. FDLE, Office of Criminal Justice Grants, Grant Adjustment Notice

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE

APPROVED BY-

ASSISTANT COUNTY ADMINISTRATOR

DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of F	iscal Impact:			
Fiscal Year	2011 20	2013	2014	2015
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)				
NET FISCAL IMPACT			-	
POSITIONS (Cumulative)			-	
Is Item in Current Budget?	Yes	No	· ·	
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.				
C. Departmental Fiscal Revie	ew:Mg_	11/10/10		
	III. REVIEW	COMMENTS		
A. OFMB Fiscal And/Or Cont	ract Developmer	nt and Control Com	ments:	
OFMB JB	1/2010 My 1/20	Contract Develo	6. Jones 11/17/11) <u> </u> 7//0
B. Legal Sufficiency:	11/16/10	This amendmour review re	nent complies with quirements.	
Assistant County Attorney	9/10			

REVISED 9/95 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT R2010-0106

This First Amendment is made October 1, 2010 to the Agreement of January 12, 2010 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 Pahokee, 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 COUNTY agrees to continue in partnership with the CITY in providing services for the continuation of Fresh Start, a crime prevention program; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional three months until December 31, 2010; and

WHEREAS, the COUNTY agrees to reimburse the CITY with funds received from the Federal Recovery Act Edward Byrne Memorial Justice Assistance Funds and funding shall not exceed the original \$132,000 as provided in the original Agreement.

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 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

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Attachment #	1
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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.

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)	
Mitnesses: Justin Fellows	CITY: Rahokee, FL J.P. Sasser, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	APPROVED AS TO TERMS AND CONDITIONS By:
County Attorney	Michael L. Rodriguez, Executive Director Criminal Justice Commission



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Patti Dirmyer World Risk Management, LLC PHONE (AJC, No, Ext): (407) 445-2414 E-MAIL ADDRESS: patti_dirmyer@wrmllc.com PRODUCER CUSTOMER ID #00000039 FAX (A/C, No); (407) 445-2868 141 Terra Mango Loop Ste A Orlando FL 32835 INSURER(S) AFFORDING COVERAGE NAIC# INSURED INSURERA: PRM/One Beacon Ins 21970 INSURER B: PRM/Tower Ins Co 44300 City of Pahokee INSURER C:

171 N. Lake Ave INSURER D: INSURER E : Pahokee FL 33746-1861 INSURER F : **COVERAGES** CERTIFICATE NUMBER:CL1072300331 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. REVISION NUMBER: ADDL SUBR INSR WVD POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LTR POLICY NUMBER LIMITS GENERAL LIABILITY Α EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 2,000,000 X COMMERCIAL GENERAL LIABILITY \$ 2,000,000 CLAIMS-MADE ____ OCCUR 4/1/2010 4/1/2011 PRM 09-012 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY 2,000,000 \$ GENERAL AGGREGATE 2,000,000 \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMPIOP AGG \$ POLICY PRO-LOC AUTOMOBILE LIABILITY A COMBINED SINGLE LIMIT \$ 2,000,000 X ANY AUTO BODILY INJURY (Per person) \$ PRM 09-012 ALL OWNED AUTOS 4/1/2010 4/1/2011 BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE X HIRED AUTOS \$ (Per accident) X NON-OWNED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DEDUCTIBLE RETENTION В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) PRM 09-012 4/1/2010 4/1/2011 E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Auto Physical Damage PRM 09-012 4/1/2010 Comp \$1000 Ded. Coll \$1000 Ded DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) With respects to the listed coverages held by the named insured, as evidence of insurance, herein required by written Palm Beach County Criminal Justice Commission is listed as Loss Payee. CERTIFICATE HOLDER **CANCELLATION** (561) 355-4941 boakes@pbcgov.org SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County Criminal Justice Commis Michael Rodriquez **AUTHORIZED REPRESENTATIVE** 301 North Olive Ave West Palm Beach, FL 33401

ACORD 25 (2009/09) INS025 (200909)

7. Andrew Cooper/PATTI

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

Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: Palm Beach County Board of Commissioners

TITLE OF PROJECT: PAHOKEE FRESH START

GRANT NUMBER: 2010-JAGC-PALM-1-4X-050 ADJUSTMENT NUMBER: 4

NATURE OF ADJUSTMENT: ChgEndDate

TO SUBGRANTEE:

Pursuant to your request of 09/20/2010 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:

Authorized Official

Doto

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.