

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$202,254	_____	_____	_____	_____
External Revenues	<\$202,254 >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

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

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

A budget transfer within Fund 0001 represents JAG funds, to the Sherriff's Grant fund (1152); and a Budget Amendment in the Sheriff's Grants Fund to establish a budget for this program.

C. Departmental Fiscal Review:

mg 2/3/2011

III. REVIEW COMMENTS

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

[Signature] 2/11/11
OFMB

[Signature] 2/10/11
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 2/19/11
Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date is retroactive.

C. Other Department Review:

[Signature]
Department Director

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

THIS INTERLOCAL AGREEMENT is entered into this first day of October, 2010 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) each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies 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 that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, The Criminal Justice Commission (CJC), continues its commitment to the Juvenile Assessment Center (JAC); and

WHEREAS, the JAC is a local option program that provides a "one-stop-shop" for the delivery of juveniles taken into custody and the processing of all juvenile delinquency cases in the County; and

WHEREAS, grant funds will provide for a portion of the required security at the JAC for FY 2011, with the remaining funding coming from the Juvenile Assessment Center Donation Fund reserves. PBSO has agreed to serve as the fiscal agent to administer security services. PBSO currently contracts for security in the secure side of the JAC and previously funded the cost of security; and

WHEREAS, the COUNTY will reimburse PBSO for JAC security services up to \$202,254 from October 1, 2010 through September 30, 2011; and

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

SECTION 1. PURPOSE and PAYMENT

- A. The PBSO agrees to contract for security services at the JAC twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year. PBSO shall provide such security in accordance with the Department of

Juvenile Justice requirements as outlined in Administrative Rule 63H-1.001-.016 and in accordance with the Scope of Work (Attachment A) for an amount not to exceed \$202,254 for the period of October 1, 2010 to September 30, 2011. This is a reimbursable grant and funds will be provided once claims are submitted and approved.

- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for security expenses. 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.

SECTION 2. 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.

PBSO'S representative/contract monitor during the term of this Agreement shall be Janet Cid whose telephone number is (561) 688-3257.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2010 and shall continue in full force and effect up to and including September 30, 2011 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

PBSO agrees to: to contract for security services at the JAC twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year. PBSO shall contract for such security in accordance with the Department of Juvenile Justice requirements as outlined in the Florida Administrative Code 63H-1.001-.016, the Scope of Work (Attachment A) and said services in accordance with this Interlocal Agreement.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

PBSO shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the services and identify the amount due and payable to PBSO, as well as confirmation of the PBSO's expenditures for the services. Upon receipt and approval of PBSO's monthly programmatic and fiscal invoices, the COUNTY will reimburse PBSO the not-to-exceed amount in accordance with the budget. Invoices shall be itemized in sufficient detail for prepayment audit thereof. PBSO shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation. Invoices received from PBSO 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 6. ACCESS AND AUDITS

PBSO shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five fiscal years after completion. 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 7. 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 before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

SECTION 9. 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 10. 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: Gentry Denise Benjamin

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, COO
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SECTION 11. 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 12. FILING

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

SECTION 13. 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 14. 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 15. 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, familial status 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 16. INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., PBSO 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 PBSO maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., PBSO shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

PBSO agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, PBSO 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 PBSO of its liability and obligations under this Interlocal Agreement.

SECTION 17. 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 18. 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. The 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 19. PROGRAMMATIC REQUIREMENTS

PBSO 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 PBSO to assure that its fiscal and programmatic goals and conduct 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 funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. PBSO 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 by the COUNTY in its sole discretion to be 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 PBSO'S progress in attaining its goals. 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 data will be submitted via the Criminal Justice Commission staff in MS Word or MS Excel format.

SECTION 20. 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.

SECTION 21. CAPTIONS

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

SECTION 22. AVAILABILITY OF FUNDS

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

SECTION 23. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes including alterations, reductions therein or additions thereto. Upon receipt by PBSO of the COUNTY'S notification of a contemplated change, PBSO shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect PBSO's ability to meet the completion dates or schedules of this Agreement.

SECTION 24. 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 25. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 PBSO has hereunto set its hand the day and year above written.

ATTEST:

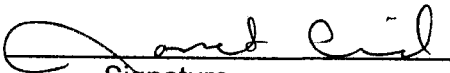
Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

WITNESS:


Signature

Janet Cid
Name (type or print)


**PALM BEACH COUNTY
SHERIFF'S OFFICE:**

By: _____
Ric Bradshaw, Sheriff

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**


By: _____
Michael L. Rodriguez
Executive Director

SCOPE OF WORK

Scope of Work pertaining to the FY 2010-11 Interlocal Agreement between PBSO and the Criminal Justice Commission of Palm Beach County.

Effective date: October 1, 2010

Objective

To provide security services at the JAC twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year. PBSO shall ensure that services are provided in accordance with the Department of Juvenile Justice requirements as outlined in Administrative Rule 63H-1.001-.016.

Services

PBSO will contract with the Wackenhut Corporation for:

1. A working supervisor;
2. Booking and intake;
3. and master control.

Evaluation/Data Collection

PBSO will fully cooperate with the CJC to develop an approved Logic Model which will be the establish mechanisms for providing detailed data for the purposes of evaluation of the program.

11- 0348

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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								
Juvenile Assessment Center FY2011								
160-2200-8000	Tr fr Fund 0001	0	0	202,254			202,254	
	TOTAL REVENUES	<u>4,760,729</u>	<u>\$10,209,929</u>	<u>\$202,254</u>	<u>\$0</u>		<u>\$10,412,183</u>	
Expenditures								
Juvenile Assessment Center FY2011								
160-2200-9498	Transfer to Sheriff's Grant Fund	0	0	202,254			202,254	
	TOTAL EXPENDITURES	<u>4,760,729</u>	<u>\$10,209,929</u>	<u>\$202,254</u>	<u>\$0</u>		<u>\$10,412,183</u>	

Attachment #

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

3/1

Deputy Clerk to the
Board of County Commissioners

2/9/11

SN
2/9/11

2

11- 0349

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 767-012111*798

FUND 0001 - General Fund

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 1/21/11	REMAINING BALANCE
EXPENDITURES								
820-9100-9020	Transfer to PBSO Grants Fund 1152	0	0	202,254		202,254	0	202,254
762-7670-8101	Contributions Other Gov Agency	532,568	532,568		202,254	330,314	0	330,314
TOTAL EXPENDITURES								
				202,254	202,254			

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

Signatures

Date

[Signature] 1/28/11
[Signature] 2/9/11

By Board of County Commissioners
At Meeting of 3/1
Deputy Clerk to the
Board of County Commissioners

Attachment #

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