

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 08/14/2012

Consent Regular
 Ordinance Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to: (A) Receive and file a Grant Adjustment Notice from FDLE; (B) Receive and file a Grant Adjustment Notice from Office of Juvenile Justice and Delinquency Prevention (OJJDP); (C) Approve an Agreement to reinstate the Original Interlocal Agreements with the City of West Palm Beach (R2010-0529),(R2011-0323) as a partner to enhance the Youth Violence Prevention Project in the targeted area; (D) Approve an Agreement to reinstate the Original Interlocal Agreements with the City of Boynton Beach (R2010-0531),(R2011-0324) as a partner to enhance the Youth Violence Prevention Project in the targeted area; (E) Approve an Agreement to reinstate the Original Interlocal Agreements with the City of Riviera Beach (R2011-0768), (R2010-0530) as a partner to enhance the Youth Violence Prevention Project in the targeted area; (F) Approve an Amended and Restated Agreement with the City of Belle Glade (R2008-0088); and (G) Approve the Delegation of Authority to the County Administrator or his designee to sign future amendments and/or extensions to the above named Agreements.

SUMMARY: The Criminal Justice Commission (CJC) is requesting to reinstate the Original Interlocal Agreement terms, extending the end date to September 30, 2012, and reallocating a total amount of \$98,500 to the four above named cities. The Department of Justice, OJJDP and the Florida Department of Law Enforcement (FDLE) approved extensions of the two above named grants to December 31, 2012 and September 30, 2012 respectively due to unexpended funds. A portion of the funding, \$29,500 previously allocated to the City of Lake Worth, and \$69,000 of unexpended 2010 FDLE JAG grant funds are being reallocated. Lake Worth has been unable to meet expected outcomes due to failure to hire a case manager in a timely manner. Reallocation of funds is being recommended as follows: West Palm Beach \$10,000; Boynton Beach \$20,000; Riviera Beach \$45,000; and Belle Glade \$23,500.

There is no match requirement with this grant. Countywide (PGE)

BACKGROUND AND JUSTIFICATION: 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. This item reflects carryover funds as well as redistributed funds from OJJDP and FDLE.

Attachments:

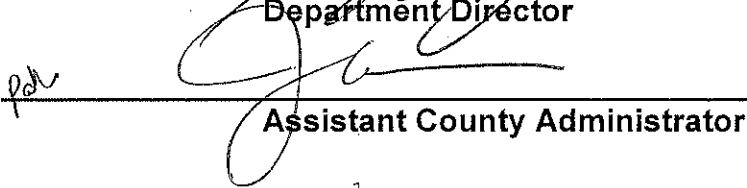
1. Grant Adjustment Notice, FDLE
2. Grant Adjustment Notice, OJJDP
3. An Agreement to reinstate the Original Interlocal Agreement with the City of West Palm Beach (2)
4. An Agreement to reinstate the Original Interlocal Agreement with the City of Boynton Beach (2)
5. An Agreement to reinstate the Original Interlocal Agreement with the City of Riviera Beach (2)
6. An Amended and Restated Interlocal Agreement with the City of Belle Glade (2)

Recommended by:


 Department Director

8-8-12
 Date

Approved By:


 Assistant County Administrator

8/10/12
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund_ Dept._ Unit_ Object

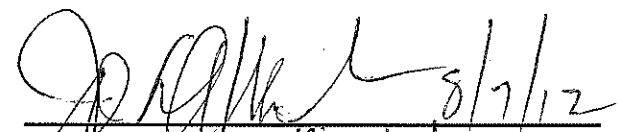
B. Recommended Sources of Funds/Summary of Fiscal Impact:

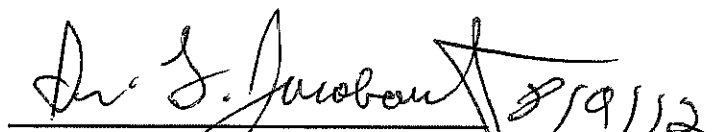
A Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention grant of \$324,901 for the Palm Beach County Criminal Justice Commission Anti-Gang Strategy Enhancement (Fund 1507). The remainder of the 2010 FDLE ARRA JAG grant - \$69,000.

C. Departmental Fiscal Review: *mg 7/26/12*


III. REVIEW COMMENTS

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


OFMB *7/31/12*
7/30/12
7/27/12


Contract Dev. and Control
8-9-12

B. Legal Sufficiency:


Assistant County Attorney *8/9/12*

C. Other Department Review:

Department Director

REVISED 9/95
ADM FORM 01

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



Subgrant Management
2010-ARRC-44

Subgrant Number: 2010-ARRC-PALM-3-W7-348

- [Applications/Contracts](#)
 - [View Contract](#)
 - [Subgrant Overview](#)
 - [Subgrant Officials](#)
 - [Grant Adjustments](#)
 - [Financial Management](#)
 - [Performance Reports](#)
 - [Conditions Management](#)
 - [Monitoring Reports](#)
 - [Financial Closeout Audit](#)
 - [Subgrant Rescission](#)
 - [Standard Forms](#)
-
- [Financial Reports](#)

Request Number: # 20
 Adjustment Number: # 20
 Adjustment Status: **Approved**
 Approved Date: 08/12/2012
 Submitted By: Brenda G. Oakes
 Application Contact: Brenda G. Oakes
 Nature of Adjustment: Reinstatement/GrtPerExt/RevPerf/RevBudNarrative
 Grant Adjustment Memo: 1. The grant is hereby reinstated, effective March 31, 2012. The grant period is extended through September 30, 2012. 2. The Performance Section has been revised to include new, mandatory performance measures as required by BJA. The revised Performance Section is approved. 3. The revised budget narrative adding additional line items for West Palm Beach, Riviera Beach, Boyton Beach and Belle Glade is approved.

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Adjustment Justification:

Request for reinstatement and extension to include new summer program expenses from June 1, 2012 to September 30, 2012. This adjustment adds new, mandatory performance measures as required by BJA. I have reviewed the performance goals, and they are accurate estimates of anticipated project activity.



Change Project Period GAN



[All Active](#)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

[Change Requested](#)

GRANT ADJUSTMENT NOTICE

[Approved](#)

[Denied](#)

[Draft](#)

[Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)

Grantee Information				
Grantee Name:	Palm Beach County	Project Period:	10/01/2010 - 12/31/2012	GAN Number: 006
Grantee Address:	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	Program Office:	OJJDP	Date: 01/25/2012
Grantee DUNS Number:	07-847-0481	Grant Manager:	Gwen Williams	
Grantee EIN:	59-6000785	Application Number(s):	2010-53827-FL-JV	
Vendor #:	596000789	Award Number:	2010-JV-FX-0030	
Project Title:	Palm Beach County Criminal Justice Commission (CJC) Anti-Gang Strategy Enhancement	Award Amount:	\$324,901.00	

Change Project Period				
Current Grant Period:	Month: 17 Day: 30	New Grant Period:	Month: 26 Day: 30	
Project Start Date:	10/01/2010	*New Project Start Date:	10/01/2010	
Project End Date:	03/31/2012	*New Project End Date:	12/31/2012	
*Required Justification for Change Project Period:				
A new project end date of 12/31/2012 is being requested to allow for the program to operate a full eighteen months. A late start-up occurred for all the sites (subawards) due to the lag period to remove Special Condition #13 and the				
Attachments:				
None				
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	01/25/2012 12:00 PM	View Note
Submitted	PO - Grant Manager	rwalker264	01/19/2012 3:44 PM	View Note
Draft	EXTERNAL - External User	rwalker264	01/19/2012 3:44 PM	View Note

<https://grants.ojp.usdoj.gov/gmsexternal/gan/processGAN.st?ganId=286017>

7/2/2012

Attachment #

2

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF WEST PALM BEACH, FLORIDA
REINSTATING THE TERMS OF INTERLOCAL AGREEMENTS
(R2010-0529) and (R2011-0323)**

This Interlocal Agreement dated _____ reinstates the Interlocal Agreements of April 6, 2010, (R2010-0529) and March 1, 2011 (R2011-0323) (collectively "Original Agreements") 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 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 COUNTY agreed to reimburse the CITY for expenses from a Department of Justice grant up to the amount of \$71,352 as referenced in (R2011-0323) from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project and the CITY did not expend all funds prior to March 31, 2012; and

WHEREAS, the COUNTY awarded the CITY a BYRNE (FDLE) grant of up to \$323,000 (as referenced in R2010-0529 as amended) for the Youth Violence Prevention Project and now wishes to add an additional \$10,000; and

WHEREAS, the parties mutually desire to reinstate the terms of the Original Agreements and extend the date to September 30, 2012; and

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

1. The Original Agreements R2010-0529 and R2011-0323 are reinstated in their entirety.
2. The effective date of the Original Agreements shall be extended until September 30, 2012.
3. An amount of up to \$10,000 BYRNE (FDLE) funding (R2010-0529) shall be added to the underlying grant amount to be used for youth interest-based programming.

All other provisions of said Original Agreements are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall 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 Agreement 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

(SEAL)

By: _____

Shelley Vana, Chair

CITY OF WEST PALM BEACH, FLORIDA

By: Geraldine Muoio

Mayor Geraldine Muoio

Office of the City Attorney

Approved as to form and legality

By: SR

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF BOYNTON BEACH, FLORIDA
REINSTATING THE TERMS OF INTERLOCAL AGREEMENTS
(R2010-0531) and (R2011-0324)**

This Interlocal Agreement dated _____ reinstates the Interlocal Agreements of April 6, 2010 (R2010-0531) and March 1, 2011 (R2011-0324) (collectively "Original Agreements"), 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 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, 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 COUNTY agreed to reimburse the CITY for expenses from a Department of Justice grant up to the amount of \$71,352 as referenced in (R2011-0324) from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project and the CITY did not expend all funds prior to March 31, 2012; and

WHEREAS, the COUNTY awarded the CITY a BYRNE (FDLE) grant of up to \$279,900 (as referenced in R2010-0531 as amended) for the Youth Violence Prevention Project and now wishes to add up to an additional \$11,902; and

WHEREAS, the parties mutually desire to reinstate the terms of the Original Agreements and extend the date of each to September 30, 2012; and

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

1. The Original Agreements R2010-0531 and R2011-0324 are reinstated in their entirety.
2. The effective date of the Original Agreements shall be extended until September 30, 2012.
3. An amount of up to \$11,902 BYRNE (FDLE) funding (R2010-0531) shall be added to the underlying grant amount to be used for youth interest-based programming.

All other provisions of said Original Agreements are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall 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 Agreement 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

(SEAL)

By: _____

Shelley Vana, Chair

CITY: Boynton Beach, FL

By: *Lori LaVerriere*

Lori LaVerriere, Interim City Manager

APPROVED AS TO FORM

[Signature]

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

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA
REINSTATING THE TERMS OF INTERLOCAL AGREEMENTS
(R2010-0530) and (R2011-0768)**

This Interlocal Agreement dated _____ reinstates the Interlocal Agreements of April 6, 2010, (R2010-0530) and May 17, 2011 (R2011-0768) (collectively "Original Agreements") 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 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, 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 COUNTY agreed to reimburse the CITY for expenses from a Department of Justice grant up to the amount of \$34,590 as referenced in (R2011-0768) from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project, and whereas the CITY did not expend all funds prior to the expiration of the Original Agreement, and now the COUNTY wishes to add an additional \$20,000; and

WHEREAS, the COUNTY awarded the CITY a BYRNE (FDLE) grant of up to \$426,512 (as referenced in R2010-0530 as amended) for the Youth Violence Prevention Project and now wishes to add an additional \$25,000; and

WHEREAS, the parties mutually desire to reinstate the terms of the Original Agreements and extend the date to September 30, 2012; and

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

1. The Original Agreements R2010-0530 and R2011-0768 are reinstated in their entirety.
2. The effective date of the Original Agreements shall be extended until September 30, 2012.
3. An amount of up to \$25,000 BYRNE (FDLE) funding (R2010-0530) and up to \$20,000 Department of Justice funding (R2011-0768), shall be added to the underlying grant amounts to be used for personnel and/or youth interest-based programming.

All other provisions of said Original Agreements are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall 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 Agreement 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

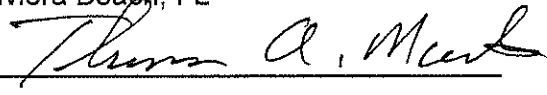
(SEAL)

By: 
Carrie E. Ward, MMC
City Clerk

By: _____

Shelley Vana, Chair

CITY: Riviera Beach, FL

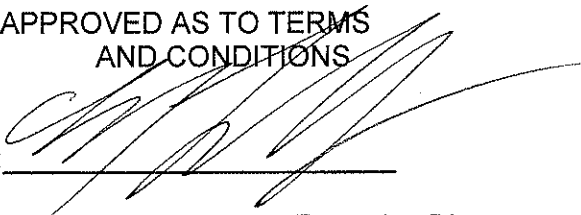
By: 
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

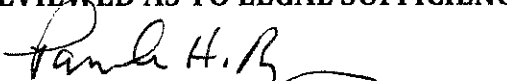
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/30/12

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

THIS SIXTH AMENDED AND RESTATED INTERLOCAL AGREEMENT (AGREEMENT) is made _____ to amend, reaffirm, and restate specific provisions of 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, the COUNTY and CITY entered into an Interlocal Agreement (R2008-0088) to partner in the Youth Violence Prevention Project (the "Project"); and

WHEREAS, CJC received a grant in October 2010 for \$324,901 from the Department of Justice for an eighteen month period, of which the CITY received up to the amount of \$71,352 for FY2011 with the provision it may roll over any unobligated dollars in accordance with the terms outlined in the Agreement to enhance the county's existing community-based, comprehensive anti-gang strategy; and

WHEREAS, the COUNTY reimbursed the CITY for expenses from a BYRNE grant (FDLE), up to \$250,000 for FY2010 and rolled over any unobligated dollars from FY2009 to continue to operate the Youth Violence Prevention Project; and

WHEREAS, both the Department of Justice grant and BYRNE grant (FDLE) extended the grant period from March 31, 2012 to September 30, 2012; and

WHEREAS, the parties mutually desire to reinstate the terms of the Original Agreements, extend the date to September 30, 2012, and add up to \$9,500 from the Department of Justice grant and up to \$ 3,918 from the BYRNE grant (FDLE) for a total of up to \$13,418 for youth interest-based programs; and

WHEREAS, the CITY and COUNTY now desire to amend and reaffirm said R2008-0088 Agreement.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree to reaffirm the entire Agreement (R2008-0088), specifically restating Section 2, and amending Section 4 as follows:

SECTION 2. COUNTY DONATION OF MODULAR

This Section 2 is restated in its entirety with the COUNTY and CITY acknowledging that the transfer and relocation of the Facility has previously occurred with the Facility currently being used by the CITY as a Youth Empowerment Center. 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 4. EFFECTIVE DATE/TERMINATION

The Agreement R2008-0088, as amended, shall continue in full force and effect up to and including September 30, 2018, unless otherwise terminated in accordance with the termination provision stated therein. Notwithstanding anything in this Agreement to the contrary, as it relates to the funding of the Agreement, the term of this contract shall be extended from March 31, 2012 to September 30, 2012.

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

(SEAL)

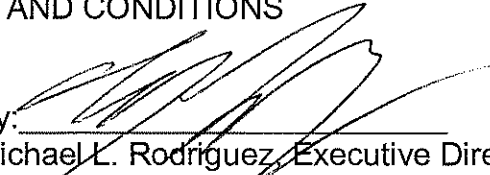
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Shelley Vana, Chair

APPROVED AS TO TERMS
AND CONDITIONS

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

CITY OF BELLE GLADE

BY: _____
STEVE B. WILSON
MAYOR

ATTEST:

BY: _____
DEBRA BUFF, MMC
CITY CLERK
(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA
CITY ATTORNEY



County Administration

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2030

FAX: (561) 355-3982

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

July 6, 2012

Ms. Melodee Hanes, Acting Administrator
Office of Juvenile Justice and Delinquency Prevention
810 Seventh Street NW
Washington, DC 20531

Re: OJJDP FY 2010 Youth Gang Prevention and Intervention Program

Dear Ms. Hanes:

I am writing to extend signature authority to Mr. Michael L. Rodriguez, Executive Director of the Palm Beach County Criminal Justice Commission, to execute all related documents or contracts for Palm Beach County's OJJDP FY 2010 Youth Gang Prevention and Intervention Program. This authorization includes submitting the application electronically, the execution of all necessary sub recipient grant agreements and extensions.

If you have any questions, please feel free to call Mr. Rodriguez at (561) 355-2314.

Thank you for your cooperation and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Weisman".

Robert Weisman
County Administrator

CC: Brenda Oakes, Youth Violence Prevention Planning Coordinator

*"An Equal Opportunity
Affirmative Action Employer"*

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