

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

Meeting Date: March 12, 2013

Consent
 Ordinance

Regular
 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: **Receive and File** executed Agreements received during the months of August and November, 2012: **A)** Memorandum of Agreement with the Florida Department of Juvenile Justice for data sharing, approved on August 28, 2012, (Countywide); **B)** Seventh Amended and Restated Interlocal Agreement with the City of Belle Glade for the Youth Violence Prevention Project (YVPP), approved on November 26, 2012, (District 6); and **C)** Interlocal Agreement with the City of Riviera Beach for the YVPP, approved on November 26, 2012, (District 7).

SUMMARY: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. These documents have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Executive Director of the Criminal Justice Commission in accordance with Resolutions R2012-1134, R2012-1133 and agenda item 3Q-3 from August 28, 2012, and are now being submitted to the Board to receive and file. Countywide (PGE).

BACKGROUND: The Palm Beach County Criminal Justice Commission has developed a strategic plan for providing effective and coordinated collaborative services in the areas of crime prevention, law enforcement programs, prosecution and court programs and education in Palm Beach County.

Attachments:

1. Memorandum of Agreement with the Florida Department of Juvenile Justice
2. Seventh Amended and Restated Interlocal Agreement with the City of Belle Glade
3. Interlocal Agreement with the City of Riviera Beach

RECOMMENDED BY:


DEPARTMENT DIRECTOR

3-7-13
DATE

APPROVED BY:


ASSISTANT COUNTY ADMINISTRATOR

3/8/13
DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
County Match	_____	_____	_____	_____	_____
In-Kind Match	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item In adopted budget? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____

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

Sources of funds (as per the adopted FY 2013 budget) are: 0001-767-7686 and 1507-762-7688.
There is no fiscal impact as a result of these agreements, only extensions of expiration dates.

C. Departmental Fiscal Review: ms 2/20/13

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 2/21/13 OFMB 2/21/13 cc <i>[initials]</i></p>	<p><u><i>[Signature]</i></u> 3/7/13 Contract Development & Control 3-7-13 <i>[Signature]</i></p>
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B. Legal Sufficiency:

[Signature] 3/7/13
Assistant County Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSION**

PARTIES TO THIS MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSION, ("COUNTY") and The Florida Department of Juvenile Justice ("Department"), which are the parties hereto.

PURPOSE

Whereas the Department wishes to collaborate with the COUNTY in an effort to evaluate the efficacy of the Palm Beach County Highridge Family Center residential program; which is a three-month residential treatment program serving at-risk families with adolescents ages 11 through 15 years. The COUNTY wishes to work with the Department to examine the degree of involvement Highridge program participants have with the Department of Juvenile Justice, the parties enter into this Agreement for the purpose of establishing basic guidelines and parameters to facilitate cooperative research for the mutual benefit of both organizations.

I. TERM OF AGREEMENT

This Agreement shall begin on August 23, 2012, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on August 23, 2013. In the event his Agreement is signed by the different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

The Department and COUNTY agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understanding expressed herein.

A. General Conditions

1. Collaborative research projects between the Department and COUNTY may entail the sharing of data for analysis purposes. Both parties acknowledge their separate obligations to store and disseminate data in compliance with the requirement of Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirement of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The parties therefore agree, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Both parties further agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure

COUNTY initial



Page 1 of 5

DJJ initial

Attachment # _____ / _____

provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described in Paragraph II., A., (9), herein prior to publication;

2. Data disclosure and use containing patient information which is subject to the regulation in 42 C.F.R. Part 2, "The Confidentiality of Alcohol and Drug Abuse Patient Records", may be provided as permitted by rule. Patient identifying information an individual's authorization will be disclosed pursuant to 42 C.F.R. §2.31;
3. The specific responsibilities and tasks for each collaborative research project will be mutually agreed upon and assigned to the respective parties, as detailed below;

The COUNTY will provide a list of program participants using personal identifiable information (COUNTY client id, first, middle, last, date of birth, race, and sex) which will be used to match against the DEPARTMENT'S programs dataset.

All matches will be returned to the COUNTY with data that describes the type and duration of contacts with the DEPARTMENT. For example, data will include specific dates (e.g., DJJ program start and end dates), data related to arrests, offenses, referrals, and sentencing such as detention or probation. The data will also include program participants that are identified by the DEPARTMENT as "gang members".

Since this is the first time the COUNTY is requesting this type of data, the DEPARTMENT will work with the COUNTY to provide specific data, when possible, that will describe the type and duration of contacts with the DEPARTMENT.

Data will be shared in a standard format, using the Statistical Package for Social Science (SPSS) format with corresponding variable and value labels.

4. The parties will agree upon the specific parameters relating to data sharing and will, to every extent possible, use de-identified data;
5. The parties are encouraged to submit and publish their research findings in reputable journals in order to further the body of scientific knowledge available to other researchers, practitioners, and scholars;
6. The authors of articles will be cooperatively determined by both parties during the course of specific projects based on their level of contribution;
7. No Department data will be used in informal or formal publications, analyses or presentations without the prior written notification of the Department's Chief of the Bureau of Research and Planning; Failure to notify the Department's Chief of Research and Planning in writing shall result in the immediate termination of this data sharing agreement;
8. The results of research conducted using Department data shall not be provided to any third party without prior written notification to the Department's Chief of the Bureau of Research and Planning. Failure to notify the Department's Chief of Research and Planning in writing shall result in the immediate termination of this data sharing

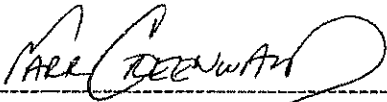
agreement;

9. The parties agree that any grant proposal made by, or on behalf of, either party which would require access to, or use of data generated through the research described in this Agreement, shall be approved in writing by the Department's Chief of the Bureau of Research and Planning prior to its submission to a third party funding source;
10. COUNTY shall be free to publish the results of research performed pursuant to this MOA after providing the Department with a thirty day period in which to review each publication to identify an inadvertent disclosure of Department's confidential information (as defined by Florida State Statute or the Department's Administrative Rule or written policy). Any further delay of publication will require a subsequent agreement between COUNTY and the Department;
11. The parties agree to ensure that information obtained through the Juvenile Justice Information System and this Agreement is disseminated only to approved juvenile justice program personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination and is used for official purposes only. The parties agree to participate in the investigation and resolution of any incidents related to this Agreement;
12. The parties agree that all juvenile offender files and related information will be processed and maintained in accordance with applicable federal, State of Florida, and local confidentiality policies. The parties acknowledge their separate obligations to perform this Agreement in compliance with the requirements of the Public Records Law, Chapter 119, Florida Statutes and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute, see Section 985.04, Florida Statutes. The parties acknowledge that the data exchanged pursuant to this Agreement have been provided for official purposes and that public access to such data is limited and prescribed by statute. The parties therefore agree, to the extent allowed by the Public Records Law, to refer third parties requesting limited-access to the shared data to the originating agency for the purposes of ensuring the most complete, accurate and timely delivery of information to the requesting party. All parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of that exemption from disclosure provided by law and to provide advance copies of publication involving another agency's data for review;
13. The parties agree that the Department may make reasonable efforts to provide information desired by the COUNTY, however nothing in this Agreement obligates the Department to provide such information;
14. The parties agree that the Department PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS. The COUNTY hereby agrees to indemnify, to the extent allowed by law, the Department against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the Department as a result of a breach of this Agreement by the COUNTY or its representatives;

15. The Florida Department of State holds the title to patents, trademarks, copyrights, etc. generated by the Department as a state agency or its employees. The COUNTY is granted the right to use data supplied by the Department for research in accord with the request for which the data was supplied;
16. All requests for use of data shall be in writing. The request shall identify the data requested and how it is to be used. When appropriate, such requests shall be forwarded to the Department's Institutional Review Board (IRB) prior to the decision of the Secretary or his designee to approve or deny the request;
17. All data and analysis provided by the Department shall be identified as provided by the Department in any presentations, articles, or other publications;
18. The parties agree that this Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement (an "assignment") be delegated, voluntarily, by operation of law or otherwise, without the Department's prior written consent. Any attempted assignment in contravention of this Section shall be void and ineffective. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the permitted respective successors and assigns of the parties hereto;
19. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles;
20. The parties agree that this Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be modified or amended except by a writing that explicitly the amendment of this Agreement and that is signed by authorized representatives of both parties;
21. The parties agree that none of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing party without a written instrument signed by the disclosing party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition; and
22. The parties agree that this non-financial Agreement is entered into in a spirit of cooperation by the parties beginning on the date on which it is signed by all parties and remains in effect for a period of one (1) year, at which time the parties may review and execute a renewed agreement. Notwithstanding the 1 year term of this Agreement, the COUNTY may terminate this Agreement with 30 days written notice to all other parties and the Department. The Department may cancel this agreement at any time upon written notification to the parties.

23. All confidentiality and use restrictions shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year written below.

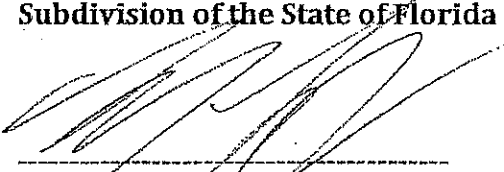


Mark A. Greenwald
Florida Department of Juvenile Justice

8-28-12

Date

**PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida**

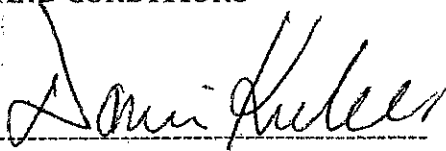


Michael L. Rodriguez
Executive Director, Criminal Justice Commission

8-21-12

Date

**APPROVED AS TO TERMS
AND CONDITIONS**

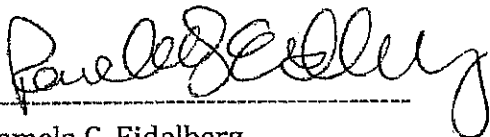


Damir Kukec
Research and Planning Manager

Aug 21/2012

Date

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Pamela G. Eidelberg
Assistant County Attorney

8/21/12

Date

COUNTY ATTORNEY





Criminal Justice Commission
01 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401-4705
(561) 355-4943
Fax: (561) 355-4941
www.pbcgov.com/cjc

■
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

MEMORANDUM

Date: 08/14/2012

To: Robert Weisman
County Administrator

From: Michael L. Rodriguez
Executive Director
Criminal Justice Commission

RE: SIGNATURE AUTHORITY

On August 14, 2012 the Board of County Commissioners authorized you, or your designee, to sign data sharing agreements between the County and other agencies/organizations.

The purpose of this memorandum is to request that you designate me as your designee for signing data sharing agreements between the County and other agencies/organizations.

If you agree, please sign below and return to me at your earliest convenience. Thank you for considering my request.


Robert Weisman, County Administrator

dk/MLR

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

THIS SEVENTH AMENDED AND RESTATED INTERLOCAL AGREEMENT is made NOV 26 2012 to amend, reaffirm, and restate specific provisions of Interlocal 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) (hereinafter "Agreement") 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 parties mutually desire to again amend the term of the Agreement involving funding to extend the expiration date allowing the CITY to spend any unobligated Department of Justice dollars through December 31, 2012, and restating Section 2 of the Agreement; and

WHEREAS, the COUNTY is awarding the CITY ad valorem funding of up to \$82,000 for the Youth Violence Prevention Project as outlined in Exhibit A for FY 2013.

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 September 30, 2012 to December 31, 2012 for the CITY to utilize unobligated dollars from the Department of Justice (rolled over) funding. In addition, the COUNTY is awarding funding of up to \$82,000 from ad valorem dollars to be used for youth interest-based programming by September 30, 2013 (as outlined in Exhibit A for FY 2013).

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.

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

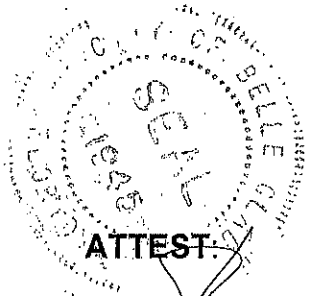
By: [Signature]
Criminal Justice Commission

CITY OF BELLE GLADE

BY: [Signature]
STEVE B. WILSON
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]
GLEN J. TORCVIA
CITY ATTORNEY



ATTEST:
BY: [Signature]
DEBRA BUFF, MMC
CITY CLERK
(SEAL)

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Agency: **City of Belle Glade**

Proposed Budget For Year Ending:

September 30, 2013

REVENUES							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items		Funds available 12/31/2012					Total Budget
PROGRAM NAME							
1. Funds from Government Sources							
1a. Dept. of Children & Families							\$0
1b. Palm Beach County (Specify)	82,000						\$82,000
1c. Children's Services Council							\$0
1d. Federal (Specify) OJJDP		Remaining balance 39,990. Est. after Sept 2012 Claim					\$0
1e. School District							\$0
1f. Other -City of Belle Glade							\$0
2. United Way							
2a. United Way of Palm Beh Cty							\$0
2b. United Way/Community Chest							\$0
2c. Other United Way							\$0
3. Foundation (Specify)							\$0
4. Fund Raising							\$0
5. Contributions, Legacies & Bequests							\$0
6. Membership Dues							\$0
7. Program Service Fees and Sales							\$0
8. Investment Income							\$0
9. In-Kind (City of Belle Glade)		0.00	19582.00				\$19,582
10. Miscellaneous Revenue							\$0
11. Total Revenues	\$82,000	\$39,990	\$19,582	\$0	\$0	\$0	\$141,572

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2013

EXPENDITURES										
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
PROGRAM NAME	Items	CJC	OJJDP	City				Total Budget	Proposed Budget	Current Budget
12.	Salaries - Taranza/McKelvin and Rosa Sledge	38,306	9,395	4,830				\$52,531	\$52,531	\$0
13.	Employee Benefits							\$0		
	a. Employee Benefits	0	1,600	272				\$1,872	\$272	\$272
	b. Payroll Taxes & Unemployment	2,931	719	370				\$4,020	\$4,020	\$0
14.	Sub-Total Salaries and Benefits	\$41,237	\$11,714	\$5,472	\$0	\$0	\$0	\$58,423	\$56,823	\$272
15.	Travel									
	a. Travel/Transportation - gas and van repair	4,500		5,820				\$10,320	\$10,320	\$2,000
	b. Conferences/Registration/Travel	5,000						\$5,000	\$5,000	\$0
16.	Sub-Total Travel	\$9,500	\$0	\$5,820	\$0	\$0	\$0	\$15,320	\$15,320	\$2,000
17.	Building/Ownership/Occupancy									
	a. Rent(City Contribution)		0.00					\$0	\$0	\$0
	b. Depreciation									
	Sub-Total Bldg/Ownership/Occupancy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18.	Communications/Utilities									
	a. Telephone land line and cell	3,667	951					\$4,618	\$4,618	\$4,618
	b. Postage & Shipping	50.00						\$50	\$50	\$0

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Agency: City of Belle Glade

Proposed Budget For Year Ending:

September 30, 2013

EXPENDITURES										
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
PROGRAM NAME	Items							Total Budget	Proposed Budget	Current Budget
	c. Utilities (Power/Water/Gas) (City Contribution)	4,500						\$4,500	\$4,500	\$4,500
19.	Sub-Total Comm/Utilities	\$8,217	\$951	\$0	\$0	\$0	\$0	\$9,168	\$9,168	\$9,118
20.	Printing & Supplies									
	a. Office Supplies	800						\$800	\$800	\$0
	b. Program Supplies	1,200	300.00					\$1,500	\$1,500	\$0
	c. Printing & Publications							\$0	\$0	\$0
21.	Sub-Total Printing & Supplies	\$2,000	\$300	\$0	\$0	\$0	\$0	\$2,300	\$2,300	\$0
22.	Food Service	600						\$600	\$600	\$0
23.	Other									
	a. Professional Fees/Contractual/Legal	15,000	5,000	0				\$20,000	\$20,000	\$0
	b. Insurance	-		5492.00				\$5,492	\$5,492	\$5,492
	c. Building Maintenance	-		2700.00				\$2,700	\$2,700	\$2,700
	d. Equipment Rental & Maintenance - Milner	2,661						\$2,661	\$2,661	\$0

FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Agency: **City of Belle Glade**

Proposed Budget For Year Ending:

September 30, 2013

EXPENDITURES										
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
PROGRAM NAME	Items							Total Budget	Proposed Budget	Current Budget
	e. Specific Assistance to Individuals	0						\$0	\$0	\$0
	f. Membership Dues							\$0	\$0	\$0
	g. Training & Development	2,560						\$2,560	\$2,560	\$0
	h. Awards & Grants	-						\$0	\$0	\$0
	i. Payments to Affiliated Organizations							\$0	\$0	\$0
	j. Payments to Non Affiliated Organizations							\$0	\$0	\$0
	k. Miscellaneous	225						\$225	\$225	\$0
24.	Sub-Total Other	\$20,446	\$5,000	\$8,192	\$0	\$0	\$0	\$33,638	\$33,638	\$8,192
25.	Equipment Purchase (capital items)	-	0.00					\$0	\$0	\$0
26.	Indirect/Admin Costs		0.00					\$0	\$0	\$0
27.	Total Expenditures	\$82,000	\$17,965	\$19,484	\$0	\$0	\$0	\$119,449	\$117,849	\$19,582

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

This Interlocal Agreement dated NOV 26 2012 reinstates and amends the Interlocal Agreement dated May 17, 2011 (R2011-0768) (hereinafter "Original Agreement"), as amended (R2012-1133), 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, 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 has agreed to reimburse the CITY for expenses from a Department of Justice grant up to the amount of \$34,590 as referenced in the Original Agreement (R2011-0768), as amended, for the Youth Violence Prevention Project; and

WHEREAS, there are unexpended dollars through no fault of either party; and

WHEREAS, the parties mutually desire to reinstate and amend the terms of the Original Agreement, as amended, extending the expiration date from September 30, 2012 to December 31, 2012, or until all funds are expended, whichever date first occurs.

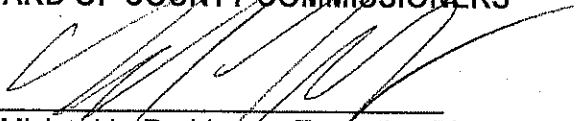
NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the COUNTY and CITY hereby agree as follows:

1. The terms of the Original Agreement (R2011-0768), as amended, are reinstated in their entirety.
2. The Original Agreement is further amended to extend the expiration date until December 31, 2012, or until all funds remaining from the original \$34,590 have been expended, whichever first occurs.

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

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.

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

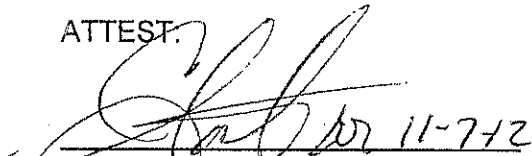
By: 
Assistant County Attorney

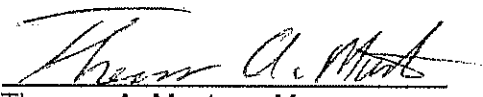
APPROVED AS TO TERMS AND CONDITIONS

By: 
Criminal Justice Commission

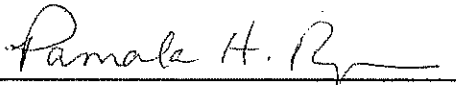
CITY OF RIVIERA BEACH, FLORIDA

ATTEST.

 11-7-12
Carrie E. Ward, City Clerk, MMC

By: 
Thomas A. Masters, Mayor

REVIEWED AS TO LEGAL SUFFICIENCY:


Pamala H. Ryan, City Attorney

Date: 10/31/12