

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

Meeting Date: June 18, 2013

Consent

Regular

Ordinance

Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

**I. EXECUTIVE BRIEF**

**MOTION AND TITLE:** Staff recommends motion to: **Receive and File** executed Agreements received during the months of February through May, 2013: **A)** Memorandum of Agreement with the Florida Department of Corrections, approved on March 18, 2013 for reentry services, (Countywide); **B)** Interlocal Agreement with the City of Lake Worth, approved on February 5, 2013 for the Youth Empowerment Center, (District 7); **C)** Contract with Drug Abuse Treatment Association, Inc., approved on March 1, 2013 for treatment of juveniles with co-occurring disorders, (Countywide); **D)** Fourth Amendment of Interlocal Agreement with the City of Riviera Beach for the Youth Empowerment Center, approved on May 14, 2013 (R2011-0768), (District 7); **E)** Amended and Restated Interlocal Agreement with the City of West Palm Beach, approved on May 14, 2013 for the Youth Empowerment Center (District 7); **F)** Interlocal Agreement with the City of Riviera Beach for the Youth Empowerment Center, approved on March 27, 2013 (District 7); **G)** Grant Adjustment Notice for Department of Justice (OJJDP) Gang Prevention and Intervention Grant to extend an additional six months to close June 30, 2013 for services in the youth empowerment centers, (Countywide).

**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 R2012-0840, R2012-1134, R2012-1575, R2010-1140, and R2012-1134, 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 Corrections
2. Interlocal Agreement with the City of Lake Worth
3. Contract with Drug Abuse Treatment Association, Inc.
4. Interlocal Agreement with the City of Riviera Beach
5. Interlocal Agreement with the City of West Palm Beach
6. Interlocal Agreement with the City of Riviera Beach
7. Grant Adjustment Notice from the Department of Justice

RECOMMENDED BY:

  
DEPARTMENT DIRECTOR

5-23-13  
DATE

APPROVED BY:

  
ASSISTANT COUNTY ADMINISTRATOR

6/17/13  
DATE

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Year	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	319,513				
External Revenues	(319,513)				
County Match					
In-Kind Match					
<b>NET FISCAL IMPACT</b>	<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:  
1507-762-7663, 1507-762-7688, and 1505-762-7670.

C. Departmental Fiscal Review: CG 5/23/13

**III. REVIEW COMMENTS**

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

[Signature] 5/28/2013  
OFMB cc [initials] 5/24/13 [initials]

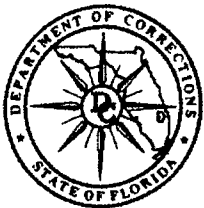
[Signature] 5/30/13  
Contract Development & Control 5-29-13 [Signature]

**B. Legal Sufficiency:**

[Signature] 6/1/13  
Assistant County Attorney

REVISED 9/03  
ADM FORM 01

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



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**RICK SCOTT**

Secretary  
**MICHAEL D. CREWS**

*An Equal Opportunity Employer*

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

March 18, 2013

Michael L. Rodriguez  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

RE: Memorandum of Agreement #A3109

Dear Mr. Rodriguez:

Enclosed, please find your fully executed original of Agreement #A3109 between the Department of Corrections and Palm Beach County. This Agreement began on March 2, 2013 when it was signed by both parties to the Agreement, and will end at midnight on March 1, 2016.

As a reminder, please be advised:

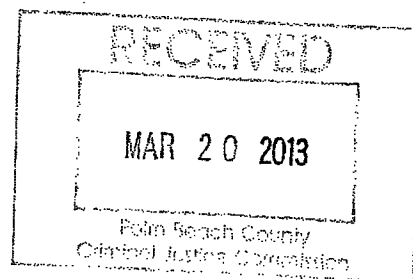
- to include the Memorandum of Agreement # (A3109) on all correspondence;
- that changes to the scope of services cannot be made except through a formal Agreement amendment, executed all parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Agreement has been extended or renewed.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Cristy Williams for Shelrine Berry  
Government Operations Consultant I  
Bureau of Contract Management and Monitoring

Enclosure



Attachment # 1

**MEMORANDUM OF AGREEMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND  
PALM BEACH COUNTY**

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Palm Beach County ("Participating Entity"), which are the parties hereto.

The parties are authorized to enter into this Agreement pursuant to Section 945.04, Florida Statutes.

**PURPOSE**

The purpose of this Agreement is to establish the general conditions and joint processes that will enable the Department to collaborate as partners with the Participating Entity to implement effective re-entry program and services for inmates returning to the Palm Beach County area upon their release from incarceration.

**BACKGROUND**

The Department of Corrections is committed to helping inmates successfully transition back into their communities, as part of an effort to build a life in the community for everyone. The need for reentry services for the ex-offender population is great. For many years both government agencies and community-based organizations have provided programs and services to inmates who are in the custody of the Department and after they have returned to society. The services provided by these groups are a valuable supplement to existing programs provided by the Department. The Department encourages such partnerships as a means to expand the availability of community resources to a greater number of inmates and to assist with their successful post-release transition.

**I. TERM OF AGREEMENT**

This Agreement shall begin on March 2 2013, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on March 1, 2016. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

**II. SCOPE OF AGREEMENT**

The Department and the Participating Entity 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 understandings expressed herein.

**A. Department Responsibilities**

The Department will perform the following duties in support of this Agreement:

- 1) Provide Palm Beach County staff or their representative access to inmates while they are incarcerated at any Department facilities for the purpose of program familiarization and recruitment.

- 2) Provide pertinent release information about offenders to Palm Beach County that would assist in assessing the inmate's needs. (e.g., housing, employment, education, etc.)
- 3) Provide updated data to Palm Beach County listing the names and release dates of inmates who will be returning to Palm Beach County.

**B. Participating Entity Responsibilities**

The Participating Entity shall perform the following duties in support of this Agreement:

- 1) Palm Beach County will adhere to any and all relevant security guidelines and to Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions".
- 2) Recruit inmates who are planning to return to Palm Beach County for re-entry services being offered by the County and its partners.
- 3) Assist offenders returning to Palm Beach County in satisfying all required criminal registration requirements.
- 4) Utilize on-site representatives of various service providers to begin an assessment process and provide community resource information to ex-offenders.
- 5) Provide case management to ex-offenders who are released to Palm Beach County and choose to participate in the re-entry services made available.
- 6) Provide data to the Department about offenders returning to Palm Beach County that received services under this Agreement. Data should be organized by individual offender and includes, but is not limited to, type of services provided, referrals provided, and follow-up information.
- 7) Coordinate with the Department through bi-annual meetings to evaluate the program and assess the effectiveness of the implementation of the re-entry services.
- 8) Because the Participating Entity will be performing services under this Agreement at institutional sites, the Participating Entity staff shall be screened and/or tested for tuberculosis annually as required by Department Procedure 401.015, Employee Tuberculosis Screening And Control Program.
- 9) The Participating Entity shall be responsible for obtaining the TB screening/testing upon application.
- 10) The Participating Entity shall provide the institutional Senior Registered Nurse Supervisor with proof of testing annually.
- 11) The Participating Entity shall bear all costs associated with the TB screening/testing.

**III. FINANCIAL OBLIGATIONS OF THE PARTIES**

The Department and the Participating Entity acknowledge that this Agreement is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a

result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

**IV. AGREEMENT MANAGEMENT**

**A. Department's Agreement Administrator**

The Operations Manager, Bureau of Contract Management & Monitoring, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The title, address and telephone number of the Department's Agreement Administrator is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
(850) 717-3681 (telephone)  
(850) 488-7189 (facsimile)

**B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

**DEPARTMENT OF CORRECTIONS**

Tahnee Casanova  
Chief, Bureau of Re-Entry Programs and Education  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3180  
Fax: (850) 922-2238  
Email: [Casanova.tahnee@mail.dc.state.fl.us](mailto:Casanova.tahnee@mail.dc.state.fl.us)

**PALM BEACH COUNTY**

Michael L. Rodriquez  
Executive Director, Palm Beach County Criminal Justice Commission  
301 N. Olive Avenue  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2314  
Fax: (561) 355-4941  
Email: [mrodrig@pbcgov.org](mailto:mrodrig@pbcgov.org)

**V. REVIEW AND MODIFICATION**

- A. Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms

and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

- B. Modifications to the provisions of this Agreement, with the exception of Section IV., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

**VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested), express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

**VII. OTHER CONDITIONS**

- A. Institutional Security

In carrying out the provisions of this Inter-Agency Agreement, the Participating Entity must comply with all security procedures for vendors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions", and the Security Requirements for Contractors, attached hereto and herein referred to as **Attachment A**.

- B. Waiver and Assumption of Risk

The Department and the Participating Entity are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

- C. Background Checks

The Participating Entity's staff assigned to this Agreement and any other person performing services pursuant thereto, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Agreement period. The Department has full discretion to require the Participating Entity to disqualify, prevent, or remove any staff from any work under the Agreement. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Participating Entity. The Department shall not confirm to the Participating Entity the existence or nonexistence of any criminal history record

information. In order to carry out this records check, the Participating Entity shall provide, upon request, the following data for any individual contractor or subcontractor's staff assigned to the Agreement: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Participating Entity's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Participating Entity shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

D. Confidentiality

The Participating Entity shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Participating Entity agree that all information and records obtained in the course of providing services under this Inter-Agency Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Participating Entity agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director Office of Re-Entry. The Director Office of Re-Entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers and the Agreement Administrator.

F. Data Sharing

The Department and the Participating Entity acknowledge their separate obligations to store and disseminate data in compliance with the requirements of 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. The Participating Entity acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Participating Entity therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Participating Entity further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure 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 herein prior to publication.

G. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV above.



All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV above by written notice given to the other party as provided above.

H. Health Insurance Portability and Accountability Act

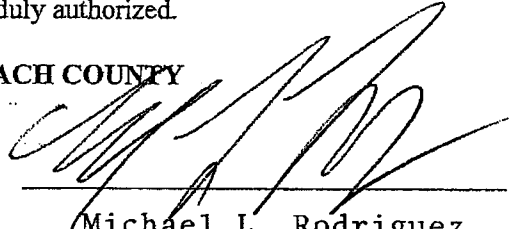
The Participating Entity shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-8), and all applicable regulations promulgated thereunder. Such compliance shall be required by the execution of **Attachment B**, Business Associate Agreement.

**AUTHORIZATION FOR SIGNATURE**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**PALM BEACH COUNTY**

SIGNED BY:



NAME: Michael L. Rodriguez  
Executive Director

TITLE: \_\_\_\_\_

DATE: 3-4-13

Approved as to terms and Conditions:

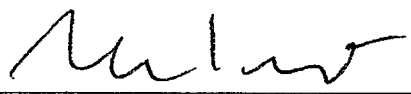
SIGNED BY: Craig Spotara

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

  
**COUNTY ATTORNEY**

**DEPARTMENT OF CORRECTIONS**

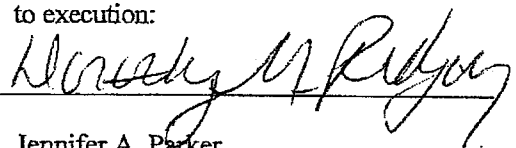
SIGNED BY:



NAME: Michael D. Crews  
TITLE: **Secretary**  
**Department of Corrections**

DATE: 3/18/13

SIGNED BY:



NAME: Jennifer A. Parker  
TITLE: **General Counsel**  
**Department of Corrections**

DATE: 3/18/13

Approved as to form and legality, subject to execution:

Firm Representing: \_\_\_\_\_

Name of Employee/Vendor: \_\_\_\_\_  
(Print)

**DEPARTMENT OF CORRECTIONS**

**SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
  - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All construction materials will be delivered into the compound on trucks entering through the Sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

\_\_\_\_\_  
Signature of Employee/Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Witness

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and Palm Beach County ("Participating Entity"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
  - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
  - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.
- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
  - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
  - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
  - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
  - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 C.F.R. 164.520, as well as any material changes to such notice.

- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 C.F.R. 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
  - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
  - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

- 5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
- 6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- 7. **Indemnification** - The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
- 8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND THE CITY OF LAKE WORTH, FLORIDA**

**THIS INTERLOCAL AGREEMENT** (hereinafter "Interlocal Agreement" or "Agreement" or "Contract") is made as of the \_\_\_ day of FEB 01 2013, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Lake Worth, a municipality located in Palm Beach County, Florida, authorized to do business in the State of Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

In consideration of the mutual promises contained herein, the COUNTY and the CITY agree as follows:

**ARTICLE 1 - SERVICES**

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to participate in the YOUTH VIOLENCE PREVENTION PROJECT and operate a YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this AGREEMENT shall be Brenda Oakes, telephone no. 355-1617.

The CITY'S representative/liaison during the performance of this AGREEMENT shall be Juan Ruiz, telephone no. 586-0361.

**ARTICLE 2 - SCHEDULE**

This Agreement will be effective from February 1, 2013 through September 30, 2013. The parties agree that the CITY will be entitled to payment for services rendered beginning on February 1, 2013, notwithstanding the date the Agreement is executed by the Board of County Commissioners.

**ARTICLE 3 - PAYMENTS TO CITY**

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and materials shall not exceed a total contract price of FIFTY-NINE THOUSAND, FIVE HUNDRED AND SIX DOLLARS (\$59,506). The COUNTY will not reimburse the CITY for "out-of-pocket" expenses. The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.



B. The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY, which will include a reference to this INTERLOCAL AGREEMENT, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Project.

C. Invoices received from the CITY pursuant to this INTERLOCAL AGREEMENT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the INTERLOCAL AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

D. The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the budget of up to 10% provided there is not an increase in the total amount. The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY.

E. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this INTERLOCAL AGREEMENT by the CITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this INTERLOCAL AGREEMENT are accurate, complete and current as of the date of the INTERLOCAL AGREEMENT and no higher than those charged the CITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This INTERLOCAL AGREEMENT may be terminated by the CITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this INTERLOCAL AGREEMENT through no fault of the CITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CITY. Unless the CITY is in

breach of this INTERLOCAL AGREEMENT, the CITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including program, capital and equipment items purchased.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services and related operations required under this INTERLOCAL AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CITY'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CITY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this INTERLOCAL AGREEMENT.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

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

## **ARTICLE 9 - INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance Section 768.28, Florida Statutes, the CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

## **ARTICLE 10 - INDEMNIFICATION**

To the extent allowed by law, the CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the CITY.

## **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this INTERLOCAL AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this INTERLOCAL AGREEMENT without the prior written consent of the other.

## **ARTICLE 12 - REMEDIES**

This INTERLOCAL AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the INTERLOCAL 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, 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.

No provision of this INTERLOCAL AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this INTERLOCAL AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CITY. The COUNTY agrees to notify the CITY of its opinion by certified mail within thirty (30) days of receipt of notification by the CITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CITY, the COUNTY shall so state in the notification and the CITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CITY under the terms of this INTERLOCAL AGREEMENT.

#### **ARTICLE 14 - EXCUSABLE DELAYS**

The CITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CITY'S failure to perform was without it or its subcontractors fault or negligence, the INTERLOCAL AGREEMENT Schedule and/or any other affected provision of this INTERLOCAL AGREEMENT shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 15 - ARREARS**

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any INTERLOCAL AGREEMENT, debt, obligation, judgement, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this INTERLOCAL AGREEMENT.

**ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CITY is, and shall be, in the performance of all work services and activities under this INTERLOCAL AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this INTERLOCAL AGREEMENT shall at all times, and in all places, be subject to the CITY'S sole direction, supervision, and control. The CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 17 - CONTINGENT FEES**

The CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CITY to solicit or secure this INTERLOCAL AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this INTERLOCAL AGREEMENT.

**ARTICLE 18 - ACCESS AND AUDITS**

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this INTERLOCAL AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County INTERLOCAL AGREEMENTS, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with INTERLOCAL AGREEMENT requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 19 – NONDISCRIMINATION**

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

**ARTICLE 20 - AUTHORITY TO PRACTICE**

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 21 – SEVERABILITY**

If any term or provision of this INTERLOCAL AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this INTERLOCAL AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this INTERLOCAL AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 22 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this INTERLOCAL AGREEMENT or performing any work in furtherance hereof, the CITY certifies that it, its affiliates, suppliers, subcontractors and CITYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 23 - NOTICE**

All notices required in this INTERLOCAL AGREEMENT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Rodriguez, Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue – 10<sup>th</sup> floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> floor  
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:  
Mayor, Pam Triolo  
7 North Dixie Highway  
Lake Worth, FL 33460

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CITY agree that this INTERLOCAL AGREEMENT sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this INTERLOCAL AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK**

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

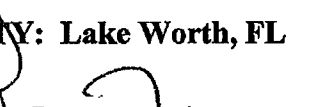
**ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS**

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

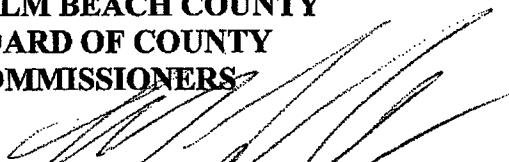
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this INTERLOCAL AGREEMENT on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

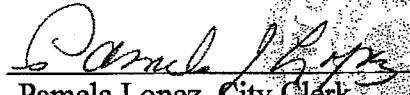
CITY: Lake Worth, FL

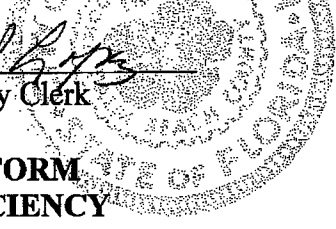
By:  2/5/13  
Pam Triolo, Mayor

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

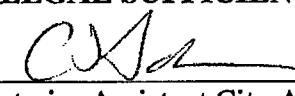
By:   
Michael L. Rodriguez, Executive Director  
Criminal Justice Commission

ATTEST:

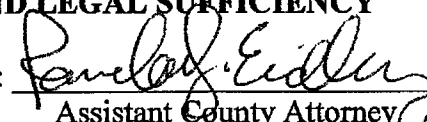
By:   
Pamela Lopez, City Clerk




APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Interim Assistant City Attorney

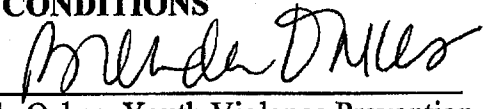
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

REVIEWED AND APPROVED  
FOR EXECUTION

By:   
Michael Bornstein, City Manager

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Brenda Oakes, Youth Violence Prevention  
Planning Coordinator



**EXHIBIT "A"**  
**Criminal Justice Commission**

**Scope of Work for Youth Violence Prevention Project**

In recognition of the findings of the Criminal Justice Commission's Youth Violence Prevention Project Steering Committee that youth violence must be addressed in a comprehensive and systematic way: each participating city agrees to:

- Abide by the requirement that all city-related projects and efforts will service the residents within the identified geographic areas as outlined by Criminal Justice Commission maps
- The city will make a commitment of building space for services within the identified geographical areas
- Participate in the multi-agency task force law enforcement component of the Youth Violence Prevention Project
- Support a Youth Council to make appropriate programming decisions
- Pay the city's portion of all goods, services, and personnel used in connection with this project
- Participate in all aspects of evaluation including data collection, data sharing, site monitoring and visits
- Support countywide efforts to reduce youth violence

**Background:**

The Criminal Justice Commission utilized a national model created by the U.S. Department of Justice, Office of Justice Programs for the development of the Youth Violence Prevention Project. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports that a multi-agency comprehensive approach is the most effective. The project incorporates the model programs and the recommendations from the Subcommittees.

**Crime Prevention Component:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

Youth Empowerment Center Programs:	Responsibility
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	MOU with School District and Charter School
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	MOU with Workforce Alliance and Palm Beach Community College
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	City
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
<b>Life Skills</b>	City
<b>Cultural Diversity Training</b>	City

**YOUTH EMPOWERMENT CENTER**  
**Budget February 1, 2013 to September 30,2013**

<b>Group Leader/Bus Driver</b>	<b>Amount</b>
85 regular days * 5hrs*\$15.00 per hrs +57 full days *8hrs per day *\$15.00	\$13,215.00
Group Leader 80 Hrs monthly * 8 months\$10.00 per hr.	\$6,400.00
<b>Total Salaries</b>	<b>\$19,615.00</b>
FICA 7.65%	\$1,500.00
Suta 1.4%	\$98.00
Worker's Comp 2%	\$393.00
<b>Total salaries &amp; benefits</b>	<b>\$21,606.00</b>
<b>Program Supplies:</b> Educational games, art supplies, Outdoor and indoor games etc..	\$2,000.00
<b>Office Supplies:</b> paper, ink, pen, pencil etc.	\$1,000.00
<b>Gas &amp; Bus maintenance:</b> \$800 per month *8 Months	\$6,400.00
Summer Job Shadowing & entrepreneurship for 10-20 youth *\$ 250-500 stipend: Youth must volunteer 80 hours or more to qualify for the stipend.	\$5,000.00
<b>Miscellaneous:</b> Bus insurance & Liability Ins, Staff background screening, copier maintenance etc.	\$2,500.00
<b>Printing:</b> Flyers, T-shirts, banners etc.	\$1,000.00
<b>Professional Services:</b> – \$12,500 (Prime time, Mr Wil, tennis, video production, web design and whatever the teen council decides on)	\$12,500.00
Incentives and crime prevention or service learning opportunities- \$5,000	\$5,000.00
	\$0.00
Equipment (computers, printers,indoor and outdoor equipments) \$2500	\$2,500.00
<b>Grand Total</b>	<b>\$59,506.00</b>

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND  
DRUG ABUSE TREATMENT ASSOCIATION, INC.**

This Contract is made as of the 1st day of March, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and DRUG ABUSE TREATMENT ASSOCIATION, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-1363887.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

**ARTICLE 1 - SERVICES**

The SERVICE PROVIDER'S responsibility under this Contract is to provide professional services in the area of substance abuse and mental health treatment, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael Rodriguez, telephone no. (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Nicole Playton, telephone no. 561-844-3556.

**ARTICLE 2 - SCHEDULE**

The SERVICE PROVIDER shall commence services on January 1, 2013 and complete all services by September 30, 2014. The parties agree that the SERVICE PROVIDER will be entitled to payment for services rendered on the beginning date as evidenced by the invoice for services submitted, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

### **ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of one hundred sixty-three thousand six hundred eighty-six Dollars (\$163,686). Out-of-pocket" expenses are not permissible under this Contract. The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside service providers. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit A or B, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 10 - INSURANCE**

A. The SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the contract.

B. **Commercial General Liability** The SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage

shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of the SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- F. **Additional Insured** The SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.



- G. **Waiver of Subrogation** The SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 27, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Michael Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, THE SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **ARTICLE 11 - INDEMNIFICATION**

THE SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the SERVICE PROVIDER.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or SERVICE PROVIDER.

## **ARTICLE 14 - CONFLICT OF INTEREST**

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE

PROVIDER'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the

public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## ARTICLE 20. PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER 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 Contract 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 the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER 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. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. 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.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff.
- I. The SERVICE PROVIDER agrees to be bound by the requirements of the Department of Justice, Bureau of Justice Assistance Special Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Contract.

#### **ARTICLE 21 - ACCESS AND AUDITS**

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SERVICE PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 22 - NONDISCRIMINATION**

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

## **ARTICLE 23 - AUTHORITY TO PRACTICE**

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and SERVICE PROVIDERS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER 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 the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment

and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

**ARTICLE 27 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. Suite 601  
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

John Fowler, Chief Executive Officer  
Drug Abuse Treatment Association, Inc.  
1041 45<sup>th</sup> Street  
West Palm Beach, Fl 33407

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

If the SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the SERVICE PROVIDER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject



to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

### **ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

The SERVICE PROVIDER 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 SERVICE PROVIDER 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.

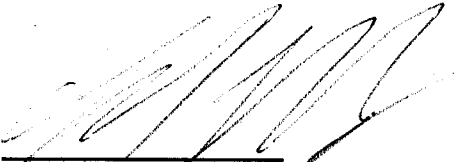
**REMAINDER INTENTIONALLY LEFT BLANK**

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


Drug Abuse Treatment Association, Inc.

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS:


By:   
John Fowler, Chief Executive Officer

By:   
Michael Rodriguez, Executive Director  
Criminal Justice Commission

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Rebecca Walker, Program Manager  
Criminal Justice Commission

## SCOPE OF WORK

Drug Abuse Treatment Association, Inc. will: (1) provide Adolescent Community Reinforcement Approach with Assertive Continuing Care services; (2) provide outpatient psychiatric medical services; and (3) develop and implement collaborative protocols with the Juvenile Assessment Center/Fifteenth Judicial Circuit Court to integrate screening, assessment, and coordinate recommendations to the court.

<b>Key Activity</b>	<b>Milestone</b>	<b>Responsible Partners</b>
<b>Project staffing</b>	<b>Project Staff in place and trained</b>	<b>PBCCJC, DATA</b>
Analysis of recidivist population and diverted population	Analysis completed and recommendations regarding characteristics of target population finalized	PBCCJC
Collaborative screening and court recommendation protocols developed by Juvenile Assessment Center, Delinquency Drug Court, DATA, and State Attorney	Collaborative protocols approved	DATA, Department of Juvenile Justice, 15 <sup>th</sup> Judicial Circuit Court, Office of the State Attorney
Implementation of enhanced co-occurring capable Delinquency Drug Court	Enhanced co-occurring capable Delinquency Drug Court implemented	15 <sup>th</sup> Judicial Circuit Court, Office of the State Attorney
Screening system to select clients for enhanced Court developed	Screening system developed	DCF, 15 <sup>th</sup> Judicial Circuit Court
Clients selected	Client pool	15 <sup>th</sup> Judicial Circuit Court, Office of the State Attorney
<b>Adolescent Community Reinforcement Approach(A-Approach(A-CRA) with Assertive Community</b>	<b>Service provision</b>	<b>DATA, 15<sup>th</sup> Judicial Circuit Court</b>

<b>Care(ACC) services enacted</b>		
<b>Outpatient psychiatric services enacted</b>	<b>Service provision</b>	<b>DATA</b>
<b>Analysis of A-CRA with ACC fidelity in training and implementation</b>	<b>Research published; action plan to improve fidelity adopted</b>	<b>PBCCJC, DATA</b>
Project evaluation	Evaluation completed	PBCCJC
Sustainability plan	Additional support secured	PBCCJC

Adherence to Medications. Failure to adhere to medications is a primary cause of incidents calling forth a law enforcement response. By providing a case manager and psychiatric medication management services for the consumer, medications should be available and adherence increased.

Treatment Resistance. While the reasons for treatment resistance are many, one is the delay in receiving services following treatment referral, and the lack of time of staff to work regularly with the consumer in the consumer's environment. By providing prompt Adolescent Community Reinforcement Approach with Assertive Continuing Care services that follow the client into their community, this barrier will be addressed.

**Plan for Collecting the Data Required for This Solicitation's Performance Measures**

Performance data will be collected via several processes. The initial organization phase will develop procedures so that data collection is systemized. Some of the processes include: (1) documentation of meetings, participation, and decisions/actions; (2) **collection of baseline data**; (3) documentation of participation rates in the various activities of the project such as co-occurring disorder enhanced Delinquency Drug Court, psychiatric services, etc; (5) documentation of baseline and current rates of use of the Baker Act for juveniles; (6) and (7) collection of individual data on juveniles needing co-occurring mental health and substance abuse services as to established linkages with an agency equipped to treat such co-occurring disorders, time in juvenile detention, rate of recidivism and other useful data to the project.

**Participate in:**

**Cross-train staff from DATA, DJJ, and 15<sup>th</sup> Judicial Circuit on new protocols.**

**Develop protocols for use of outpatient psychiatric service funds for clients.**

**Develop and test the impact of Adolescent Community Reinforcement Approach with Continuing Care and outpatient psychiatric services to a treatment resistant population at risk for recidivism.**

**Develop medications protocols between Court and Agencies.**

**Develop review mechanism for ongoing evaluation and quality improvement**

**Develop evaluation methodology and data collection procedures for client and cost data.**

**Review all persons referred at monthly staff reviews with collaborative partners, and institute improvements to protocols as appropriate.**

**Collect evaluation data from staff reviews and document modifications of case activities**

**Data analysis, reports and feedback to the CJC Advisory Council for action.**

**Document the baseline utilization of mental health resources and the Department of Juvenile Justice history for each person served by the program.**

**Identify service barriers and client resistance that result in law enforcement encounters for each client.**


**Document utilization of mental health/Baker Act resources by participating clients for 12 months following admission to the specialty track.**

**Actions adopted by collaborating partners to address service issues that will improve use of appropriate mental health resources**

BUDGET

Exhibit B

Budget Category	Budget Narrative	Year 1			Year 2			24 month total expenses			
		Total	Grant	Match	Total	Grant	Match	Total	Grant	Match	
Personnel											
Primary Therapist	Position will be hired during month 4 of year 1, Full time, 100% of position, during grant period with 3% increase each year. Starting annual salary for year 1 is \$38,000 (will be paid for 8 months in year 1); year 2 is \$39,140 (will be paid for 12 months).	\$25,460.00	\$25,460.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$64,600.00	\$64,600.00	\$0.00	
Primary Therapist	FICA, Workers' Comp, Retirement, Unemployment, Health Insurance	\$8,401.80	\$8,401.80	\$0.00	\$12,916.20	\$12,916.20	\$0.00	\$21,318.00	\$21,318.00	\$0.00	
Travel											
Primary Therapist	Local travel to juvenile court @ .51/mile - at an average of 100 miles per month; 800 miles for year 1; 1200 miles for year 2	\$408.00	\$408.00	\$0.00	\$612.00	\$612.00	\$0.00	\$1,020.00	\$1,020.00	\$0.00	
Supplies											
Treatment Supplies	Supplies includes binders, printing of manuals, videos, creation and cost for compact discs, and refreshments for clients. (per year: binders \$25 x30 people=\$750; paper and printing treatment materials \$8.33 x 30 people=\$249.90; cds, DVDs, and videos \$16.67 x 30 people=\$500.10; refreshments, \$8.33 x 30 people x 12 days= \$2998.20.) Total \$4,498.80.	\$4,498.80	\$3,498.80	\$1,000.00	\$4,498.80	\$1,700.00	\$2,798.80	\$8,997.60	\$5,198.80	\$3,798.80	
A-CRA with ACC Training and Certification Team	Adolescent Community Reinforcement Approach with Assertive Continuing Care: yearly staff training, implementation, and supervision costs	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	
Psychiatric Services	Psychiatry. Funds will be used to purchase outpatient psychiatry services for each client as needed. Total cost is \$28,875.00 per year (up to 30 youth x \$275/hr unit x 3.5 units of psychiatric evaluation/medication management)	\$28,875.00	\$28,875.00	\$0.00	\$28,875.00	\$28,875.00	\$0.00	\$57,750.00	\$57,750.00	\$0.00	
<b>Total</b>		<b>\$72,643.60</b>	<b>\$71,643.60</b>	<b>\$1,000.00</b>	<b>\$91,042.0</b>	<b>\$88,243.00</b>	<b>\$2,798.80</b>	<b>\$163,685.60</b>	<b>\$159,849.62</b>	<b>\$3,798.80</b>	

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p align="center"><b>AWARD CONTINUATION SHEET</b> Grant</p>	<p align="center">PAGE 2 OF 5</p>
<p>PROJECT NUMBER 2012-MO-BX-0028      AWARD DATE 09/06/2012</p>		
<p align="center"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> <li>1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.</li> <li>2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.</li> <li>3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.</li> <li>4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.</li> <li>5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -  mail:  Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530  e-mail: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a>  hotline: (contact information in English and Spanish): (800) 869-4499  or hotline fax: (202) 616-9881  Additional information is available from the DOJ OIG website at <a href="http://www.usdoj.gov/oig">www.usdoj.gov/oig</a>.</li> <li>6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.</li> <li>7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.</li> </ol>		



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 3 OF 5

PROJECT NUMBER 2012-MO-BX-0028

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
14. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.





Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 4 OF 5

PROJECT NUMBER 2012-MO-BX-0028

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

15. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2012-MO-BX-0028 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
16. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
18. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
19. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 5 OF 5

PROJECT NUMBER 2012-MO-EX-0028

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

21. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformanceools.org](http://www.bjaperformanceools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
22. The grant recipient agrees to complete and submit to BJA a copy of the Justice and Mental Health Collaboration Program (JMHC) Planning and Implementation Guide within 6 months from the project period start date. BJA will provide the grant recipient with instructions and assistance on how to complete the JMHC Planning and Implementation Guide. Once BJA has received and approved the grant recipient's completed JMHC Planning and Implementation Guide, BJA will notify the grant recipient to begin the project's implementation phase.

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

This Fourth Amended Interlocal Agreement ("Agreement") dated MAY 14 2013 amends the Interlocal Agreement dated May 17, 2011 (R2011-0768) (hereinafter "Original Agreement"), as amended previously by (R2012-1133), (R2013-0300), and the third not yet recorded but signed on March 27, 2013, between 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**, CJC received a grant award of \$324,901 from the Department of Justice (OJJDP) on October 1, 2011 for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy; and

**WHEREAS** the grant was previously extended for six (6) month periods such that the current expiration date is June 30, 2013; and

**WHEREAS**, the COUNTY has agreed to reimburse the CITY for expenses from a Department of Justice (OJJDP) 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**, the parties mutually desire to amend the terms of the Original Agreement, as amended, by providing additional OJJDP funding in the amount of up to \$24,920.

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

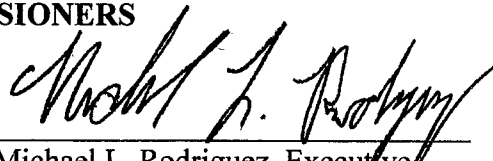
- The Original Agreement (R2011-0768), as amended, is further amended to provide additional OJJDP funds in the amount of up to \$24,920 for personnel and/or youth interest-based programming and related expenses.
- No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

- The Term of this Fourth Amended Agreement shall be from January 1, 2013 until June 30, 2013, or until all remaining funds are have been expended, whichever first occurs.

All other provisions of said Original Agreement (R2011-0768) as amended, 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 Fourth Amended Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

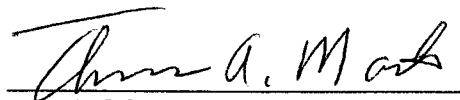
**PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

By:   
Michael L. Rodriguez, Executive

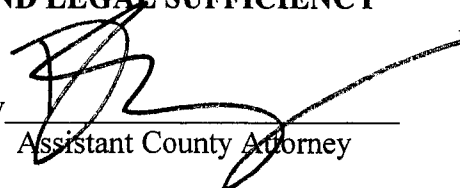
Director

Criminal Justice Commission

**CITY: Riviera Beach, FL**

By:   
Thomas A. Masters, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By Brenda Oakes  
Brenda Oakes,  
Youth Violence Prevention Planning  
Coordinator

**INTERLOCAL AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA, AND  
THE CITY OF WEST PALM BEACH, FLORIDA  
REINSTATING AND AMENDING THE TERMS OF THE INTERLOCAL AGREEMENT  
(R2011-0323)(R2012-1131)**

This Interlocal Agreement dated MAY 14 2013 reinstates and amends the Interlocal Agreement of March 1, 2011, R2011-0323 (hereinafter "Original Agreement"), as amended previously (R2012-1131), 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**, 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**, CJC received a grant award of \$324,901 from the Department of Justice (OJJDP) on October 1, 2010 for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy; and

**WHEREAS**, the grant was extended for an additional six (6) month period such that the current expiration date is June 30, 2013; and

**WHEREAS**, the COUNTY agreed to reimburse the CITY for expenses from the Department of Justice grant up to the amount of \$71,352 from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project; and

**WHEREAS**, the parties mutually desire to reinstate and amend the terms of the Original Agreement, as amended previously, by adding additional OJJDP funding of \$24,907 and extending the expiration date of the Interlocal Agreement to June 30, 2013.

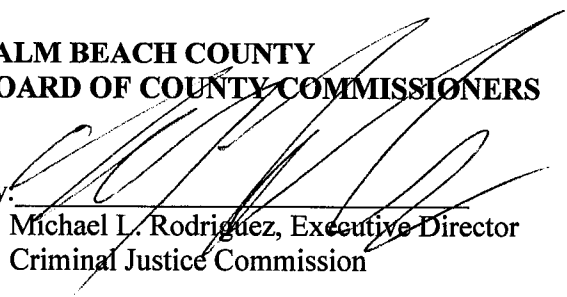
**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. The Original Agreement (R2011-0323), **as amended**, is reinstated in its entirety.
2. The Term of the Original Agreement shall be amended to now expire on June 30, 2013, or until all remaining funds have been expended, whichever first occurs.
3. No provision of this INTERLOCAL AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this INTERLOCAL AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY; and
4. Funding shall be increased an additional amount of \$24,907 for personnel and/or youth interest-based programming and related expenses.

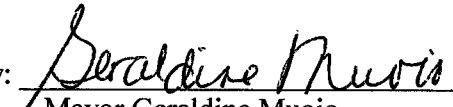
All other provisions of said Original Agreement (R2011-0323), **as amended**, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.


**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  
BOARD OF COUNTY COMMISSIONERS**


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

**CITY: West Palm Beach, FL**

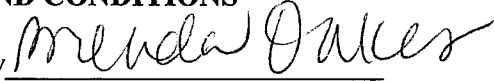
By:   
Mayor Geraldine Muoio

Office of the City Attorney  
Approved as to form and legality  
By: 

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Brenda Oakes,  
Youth Violence Prevention Planning Coordinator

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND THE CITY OF RIVIERA BEACH, FLORIDA**

**THIS INTERLOCAL AGREEMENT** (hereinafter "Interlocal Agreement" or "Agreement" or "Contract") is made as of this day MAR 27 2013, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Riviera Beach, a municipality located in Palm Beach County, Florida, authorized to do business in the State of Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

In consideration of the mutual promises contained herein, the COUNTY and the CITY agree as follows:

**ARTICLE 1 - SERVICES**

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to participate in the YOUTH VIOLENCE PREVENTION PROJECT and operate a YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this AGREEMENT shall be Brenda Oakes, telephone no. 355-1617.

The CITY'S representative/liaison during the performance of this AGREEMENT shall be Valerie Grimsley, telephone number 840-0135.

**ARTICLE 2 - SCHEDULE**

This Agreement will be effective from February 1, 2013 through September 30, 2013. The parties agree that the CITY will be entitled to payment for services rendered beginning on February 1, 2013, notwithstanding the date the Agreement is executed by the Board of County Commissioners.

**ARTICLE 3 - PAYMENTS TO CITY**

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and materials shall not exceed a total contract price of FORTY-SIX THOUSAND AND FOUR HUNDRED AND NINETY-FOUR DOLLARS (\$46,494). The COUNTY will not reimburse the CITY for "out-of-pocket" expenses. The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.



B. The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY, which will include a reference to this INTERLOCAL AGREEMENT, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Project.

C. Invoices received from the CITY pursuant to this INTERLOCAL AGREEMENT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the INTERLOCAL AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

D. The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the budget of up to 10% provided there is not an increase in the total amount. The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY.

E. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this INTERLOCAL AGREEMENT by the CITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this INTERLOCAL AGREEMENT are accurate, complete and current as of the date of the INTERLOCAL AGREEMENT and no higher than those charged the CITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This INTERLOCAL AGREEMENT may be terminated by the CITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this INTERLOCAL AGREEMENT through no fault of the CITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CITY. Unless the CITY is in

breach of this INTERLOCAL AGREEMENT, the CITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including program, capital and equipment items purchased.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services and related operations required under this INTERLOCAL AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CITY'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CITY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this INTERLOCAL AGREEMENT.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

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

## **ARTICLE 9 - INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance Section 768.28, Florida Statutes, the CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

## **ARTICLE 10 - INDEMNIFICATION**

Without waving sovereign immunity, the CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the CITY.

## **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this INTERLOCAL AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this INTERLOCAL AGREEMENT without the prior written consent of the other.

## **ARTICLE 12 - REMEDIES**

This INTERLOCAL AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the INTERLOCAL 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, 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.

No provision of this INTERLOCAL AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this INTERLOCAL AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

### **ARTICLE 13 - CONFLICT OF INTEREST**

The CITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CITY. The COUNTY agrees to notify the CITY of its opinion by certified mail within thirty (30) days of receipt of notification by the CITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CITY, the COUNTY shall so state in the notification and the CITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CITY under the terms of this INTERLOCAL AGREEMENT.

### **ARTICLE 14 - EXCUSABLE DELAYS**

The CITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CITY'S failure to perform was without it or its subcontractors fault or negligence, the INTERLOCAL AGREEMENT Schedule and/or any other affected provision of this INTERLOCAL AGREEMENT shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

### **ARTICLE 15 - ARREARS**

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any INTERLOCAL AGREEMENT, debt, obligation, judgement, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this INTERLOCAL AGREEMENT.

### **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CITY is, and shall be, in the performance of all work services and activities under this INTERLOCAL AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this INTERLOCAL AGREEMENT shall at all times, and in all places, be subject to the CITY'S sole direction, supervision, and control. The CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

### **ARTICLE 17 - CONTINGENT FEES**

The CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CITY to solicit or secure this INTERLOCAL AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this INTERLOCAL AGREEMENT.

### **ARTICLE 18 - ACCESS AND AUDITS**

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this INTERLOCAL AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County INTERLOCAL AGREEMENTS, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with INTERLOCAL AGREEMENT requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 19 – NONDISCRIMINATION**

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 20 - AUTHORITY TO PRACTICE**

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 21 – SEVERABILITY**

If any term or provision of this INTERLOCAL AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this INTERLOCAL AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this INTERLOCAL AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 22 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this INTERLOCAL AGREEMENT or performing any work in furtherance hereof, the CITY certifies that it, its affiliates, suppliers, subcontractors and CITYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 23 - NOTICE**

All notices required in this INTERLOCAL AGREEMENT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Rodriguez, Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue – 10<sup>th</sup> floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> floor  
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:  
Mayor, Thomas Masters  
600 West Blue Heron Blvd  
Riviera Beach, FL 33404

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CITY agree that this INTERLOCAL AGREEMENT sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this INTERLOCAL AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK**

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

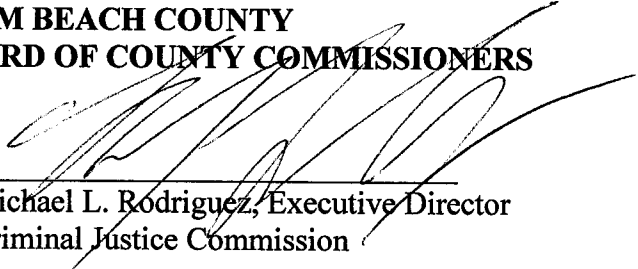
**ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS**

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.


**THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY.**

**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  
BOARD OF COUNTY COMMISSIONERS**

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

**CITY: Riviera Beach, FL**

By:   
Thomas A. Masters, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Brenda Oakes,  
Youth Violence Prevention Planning Coordinator



**EXHIBIT "A"**  
**Criminal Justice Commission**

**Scope of Work for Youth Violence Prevention Project**

In recognition of the findings of the Criminal Justice Commission's Youth Violence Prevention Project Steering Committee that youth violence must be addressed in a comprehensive and systematic way: each participating city agrees to:

- Abide by the requirement that all city-related projects and efforts will service the residents within the identified geographic areas as outlined by Criminal Justice Commission maps
- The city will make a commitment of building space for services within the identified geographical areas
- Participate in the multi-agency task force law enforcement component of the Youth Violence Prevention Project
- Support a Youth Council to make appropriate programming decisions
- Pay the city's portion of all goods, services, and personnel used in connection with this project
- Participate in all aspects of evaluation including data collection, data sharing, site monitoring and visits
- Support countywide efforts to reduce youth violence

**Background:**

The Criminal Justice Commission utilized a national model created by the U.S. Department of Justice, Office of Justice Programs for the development of the Youth Violence Prevention Project. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports that a multi-agency comprehensive approach is the most effective. The project incorporates the model programs and the recommendations from the Subcommittees.

**Crime Prevention Component:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

<b>Youth Empowerment Center Programs:</b>	<b>Responsibility</b>
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	MOU with School District and Charter School
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	MOU with Workforce Alliance and Palm Beach Community College
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	City
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
<b>Life Skills</b>	City
<b>Cultural Diversity Training</b>	City



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**GRANT ADJUSTMENT NOTICE**

Grantee Information			
<b>Grantee Name:</b>	Palm Beach County	<b>Project Period:</b>	10/01/2010 - 06/30/2013
<b>Grantee Address:</b>	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	<b>Program Office:</b>	OJJDP
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Gwen Williams
<b>Grantee EIN:</b>	59-6000785	<b>Application Number(s):</b>	2010-53827-FL-JV
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2010-JV-FX-0030
<b>Project Title:</b>	Palm Beach County Criminal Justice Commission (CJC) Anti-Gang Strategy Enhancement	<b>Award Amount:</b>	\$324,901.00
<b>GAN Number:</b>			014
		<b>Date:</b>	03/09/2013

Change Project Period			
<b>Current Grant Period:</b>	Month: 26 Day: 30	<b>New Grant Period:</b>	Month: 32 Day: 29
<b>Project Start Date:</b>	10/01/2010	<b>*New Project Start Date:</b>	10/01/2010
<b>Project End Date:</b>	12/31/2012	<b>*New Project End Date:</b>	06/30/2013
<b>*Required Justification for Change Project Period:</b>			
<p>The grantee is requesting the No Cost Extension in an effort to continue to maintain case management services at the youth empowerment centers. The Boynton Beach center is one of five center sites funded under the grant. The</p>			
<b>Attachments:</b>			
Filename:	User:	Timestamp:	
OJJDP Approval 2010-JV-FX-0030.pdf	williamg	03/06/2013 2:59 PM	
<input type="button" value="Print"/>			
<b>Audit Trail:</b>			
Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	03/09/2013 12:00 PM
Submitted	PO - GAN 1st Line Supervisor	williamg	03/06/2013 3:00 PM
Draft	PO - Grant Manager	williamg	03/06/2013 2:58 PM