

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 1/14/14

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

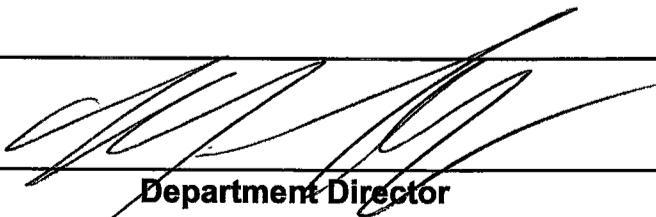
MOTION AND TITLE: Staff recommends motion to approve: (A) An Interlocal Agreement in the amount of \$130,000 with the City of Belle Glade as a partner to implement the Youth Violence Prevention Project in the targeted area; (B) An Interlocal Agreement in the amount of \$100,000 with the City of Riviera Beach as a partner to implement the Youth Violence Prevention in the targeted area; and (C) An Interlocal Agreement in the amount of \$150,000 with the City of Lake Worth as a partner to implement the Youth Violence Prevention Project in the targeted area.

SUMMARY: The BCC approved \$400,000 in ad valorem funding for select Youth Empowerment Centers which are the prevention component of the Youth Violence Prevention Project (Project), and the law enforcement workgroup. Youth Empowerment Centers were created in 2006 in the five cities with the greatest risk for future violence. All five Centers remain operational and are supported by their respective cities, grant funds, and ad valorem funding. Youth Empowerment Centers incorporate teen-specific programs such as: employment services, educational opportunities, tutoring, mentoring, audio visual production and marketing, computer hardware technology and a variety of other crime prevention components. Additionally, Centers support Teen Councils that have helped define the needs and wants of the teens in the community. A separate \$20,000 was allocated to the law enforcement workgroup and will be administered through CJC. Countywide (PGE)

BACKGROUND AND JUSTIFICATION: On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a Youth Violence Prevention Project which would address the increase in violent firearms crimes. The CJC utilized a national model, Comprehensive Gang Model, created by the U.S. Department of Justice, Office of Justice Programs. 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. A Steering Committee was formed to bring local agencies together to create a comprehensive youth violence reduction program later named the Youth Violence Prevention Project. The five targeted areas that became evident through violent crime mapping (GIS) analysis and targeted for services include Riviera Beach, West Palm Beach, Lake Worth, Boynton Beach, and Belle Glade.

Attachments:

1. Interlocal Agreement with the City of Belle Glade (2)
2. Interlocal Agreement with the City of Riviera Beach (2)
3. Interlocal Agreement with the City of Lake Worth (2)

Recommended by:  _____ Date: 12-11-13

Department Director **Date**

Approved By: po  _____ Date: 1-14-14

Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0				
Operating Costs	\$380,000				
External Revenues	0				
Program Income (County)	0				
In-Kind Match (County)	0				
NET FISCAL IMPACT	\$380,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 0001 Dept. 767 Units: 7682, 7683, 7686

B. Recommended Sources of Funds/Summary of Fiscal Impact:
2014 Ad Valorem

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 12/11/2013
OFMB 12/10
12/10

[Signature] 12/31/13
Contract Dev. and Control
12-31-13

B. Legal Sufficiency:

[Signature] 12/30/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

THIS INTERLOCAL AGREEMENT is made as of the ____ day of _____, 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 Belle Glade, a municipality located in Palm Beach County, Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent crimes; and

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the budget, Exhibit B, up to the amount of \$130,000 from October 1, 2013 through September 30, 2014 for the Youth Violence Prevention Project set forth in Exhibits A; and

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

ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to provide professional services in the area of YOUTH VIOLENCE PREVENTION/YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The CITY agrees that it shall implement one Youth Empowerment Center as part of the countywide efforts of the Youth Violence Prevention Project in partnership with the COUNTY.

The CITY 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. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Monitoring includes announced and unannounced site visits performed by the COUNTY. The CITY shall comply with site visits.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- F. 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.
- G. 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. In the event of the termination of the Youth Violence Prevention Project/Youth Empowerment Center by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.
- H. All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.
- I. Submit a Report of Monthly Measurable Outcomes Report for each program, within 10 days of the end of each calendar month (i.e. January 10, for the month of December) that reflects the CITY'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.

ARTICLE 2 – CONTRACT REPRESENTATIVE/LIAISON

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

The CITY'S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be Lillian Tomeu, telephone number 561.992.1607. Subcontract providers report to the CITY's representative.

ARTICLE 3 – SCHEDULE

The CITY shall commence services on October 1, 2013 and regardless of the date COUNTY executes complete all services by September 30, 2014.

ARTICLE 4 - PAYMENTS TO CITY

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and shall not exceed a total INTERLOCAL AGREEMENT amount of one-hundred and thirty thousand, dollars (\$130,000). 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. Programmatic reports received trigger payments to the CITY. Invoices and related backup shall be provided to support grant funds and CITY funds.

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. 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 5 - 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 within three (3) years following final payment.

ARTICLE 6 - 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 7 – PERSONNEL

The CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this INTERLOCAL AGREEMENT. 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 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, as may be listed in Exhibit A, 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 8 - 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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this INTERLOCAL AGREEMENT. The CITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this INTERLOCAL AGREEMENT, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The CITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 9 - 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 CITY. The CITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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 10 - 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 11 - 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 CITY.

ARTICLE 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY 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 INTERLOCAL AGREEMENT.

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 CITY 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 INTERLOCAL AGREEMENT 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 INTERLOCAL AGREEMENT and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this INTERLOCAL AGREEMENT, 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 CONTRACTUAL 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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 25 - 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 CITY of the COUNTY'S notification of a contemplated change, the CITY 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 CITY'S ability to meet the completion dates or schedules of this INTERLOCAL AGREEMENT.

If the COUNTY so instructs in writing, the CITY 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 CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - 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 - 10TH floor
West Palm Beach, FL 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. - 6th floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:
Mayor Steve Wilson
City of Belle Glade
110 Dr. Martin Luther King, Jr. Blvd
Belle Glade, FL 33430

ARTICLE 27 - ENTIRETY OF INTERLOCAL AGREEMENTUAL 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 hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CITY'S employees or subcontractors are required under this INTERLOCAL AGREEMENT to enter a "critical facility," as identified in Resolution R-2003-1274, the CITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CITY 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 CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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 29 - 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.

ARTICLE 30 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, 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 the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, 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

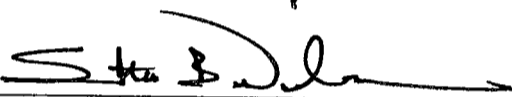
The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

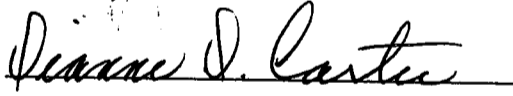
Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this INTERLOCAL AGREEMENT.

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: Belle Glade, FL

By: 
Steve Wilson, Mayor
Belle Glade, FL




Dianne D. Carter, Deputy City Clerk

ATTEST:

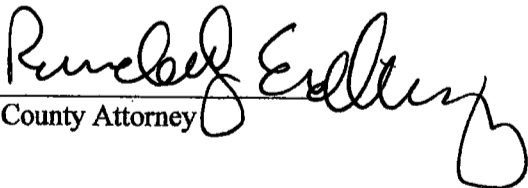
Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

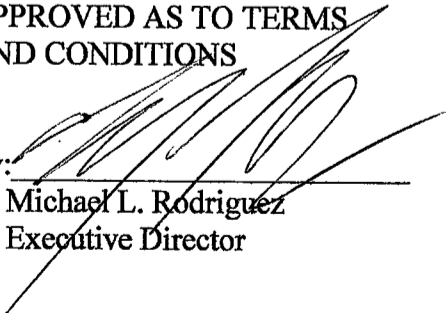
By: 
Michael L. Rodriguez
Executive Director

Exhibit A

Belle Glade Youth Empowerment Center Program:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area meets every other month minimally to recommend programs and policies of the Youth Empowerment Center. Agendas and minutes are prepared and submitted as well as sign in sheets. Youth are pre and post tested on leadership skills.	City
Teen Center Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week (excluding recreation). Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. A class or event selected by the youth council should be provided quarterly. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Targeted Recruitment Recruitment should be targeted for at-risk youth. Sources are not limited to but should include: juvenile probation officers, youth court participants, participants of other diversion programs, school personnel and law enforcement.	
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
After-school Activities Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, and organized athletics.	City
Tutoring Provide after-school tutoring, including assessment and or SAT skill building. Collect report cards and mid-semester reports to target youth's educational deficiencies.	City
Mentoring Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors.	City
Job Training and Employment Services Partner with Workforce Alliance or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement.	Workforce Alliance and Palm Beach Community College
Case Management – Informal Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
Assessment Each youth is assessed for risk of offending or reoffending using the Domains Assessment or the Prevention Assessment Tool. Assessments are submitted monthly.	City
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation. The city must provide transportation at multiple pick up and drop off sites and field trips. Vans are to be used for Youth Empowerment Center business only.	City
Collaborative Partnerships Leadership or the City's designated contact person participates in a minimum of ten (10) CJC or School District sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills Provide a variety of life skills in an environment conducive to learning and interesting to high school youth.	City
Admission – Terminated Youth are admitted on the first day of participation and are terminated at request or after 120 days of non participation.	City

City of Belle Glade
Youth Empowerment Center
Budget Justification for
Fiscal Year 2014
Exhibit B

Account Number	Justification	Fiscal FY 2014	City's Contribution	County 2014
01-4227-521-1200	REGULAR SALARIES			
	Youth Service Manager 2080 @ \$20.7957	43,255		43,255
	Education Specialist 2080 @ \$13.7608	28,622		28,622
01-4227-521-2100	FICA - TAXES			
	Youth Service Manager	3,309		3,309
	Education Specialist	2,190		2,190
01-4227-521-2200	RETIREMENT CONTRIBUTION			
	Youth Service Manager	3,854		3,854
	Education Specialist	2,550		2,550
01-4227-521-2300	LIFE & HEALTH INSURANCE			
	Youth Service Manager	17,043		17,043
	Education Specialist	7,191		7,191
01-4227-521-2400	WORKERS COMPENSATION			
	Youth Service Manager	224		224
	Education Specialist	150		150
01-4227-521-2500	UNEMPLOYMENT COMPENSATION	359	359	
01-4227-521-2999	PERSONNEL INDIRECT COST	18,195	18,195	
	Total Personal Services	126,943	18,554	108,388
01-4227-521-3401	CONTRACTUAL SERVICES			
	Contractual services are being requested thru the LETF grant with PBSO			

City of Belle Glade
Youth Empowerment Center
Budget Justification for
Fiscal Year 2014
Exhibit B

01-4227-521-3140	Prof. Services - Medical			
	One (1) post employment physical - \$130			
	One (1) accident drug screen - \$55			
	One (1) glucose finger stick - \$10			
	One (1) urine dip - \$10	205	205	
01-4227-521-4000	TRAVEL & PER DIEM			
	Preventing Crime in the Black Community			
	2 Adults and 8 Teens Hotel 4 Rms @\$85.00	1,020	1,020	
	Parking 3 days @13	39	39	
	3 Breakfast for 10@6	180	180	
	2 Lunch for 10@11	220	220	
	3 Dinners for 10@19	570	570	
01-4227-521-4100	COMMUNICATIONS SERVICES			
	Earthlink @\$410	4,920	4,920	
	Nextel Mar. - @\$30	360	360	
01-4227-521-4110	POSTAGE, FREIGHT, ETC.	25	25	
	Mailing reimbursements			
01-4227-521-4300	UTILITIES			
	FPL - \$250 per month	3,000	3,000	
	GUA - \$200 per month	2,400	2,400	
01-4227-521-4400	RENTALS & LEASES			
	Water Cooler Service \$36/mth	432	432	
	TGI - Copier Lease	400	400	
01-4227-521-4500	INSURANCE	6,789	6,789	
	Based on PRM			
01-4227-521-4610	REPAIR & MTN - BUILDING			
	Orkin @22.50 per mth	270	270	
	Cleaning Service \$42.54/per week	2,212	2,212	
	Glades Alarm \$74.97 quarterly	300	300	
	Repairs to A/C, Bathrooms, electrical and r	1,200	1,200	
	Est. @ \$100 mth.			

City of Belle Glade
Youth Empowerment Center
Budget Justification for
Fiscal Year 2014
Exhibit B

01-4227-521-4630	REPAIR & MTN - AUTOS & TRUCKS			
	servicing of (2) Vans @\$150 each every three months \$1200.00 estimated repairs to A/C \$1,000	2,200	2,200	
01-4227-521-4990	OTHER CHARGES	225	140	85
	Background checks for summer help			
01-4227-521-5100	OFFICE SUPPLIES			
	Administrative supplies (pens, pencils, paper \$10 per month)	120		120
01-4227-521-5140	PROGRAM SUPPLIES			
	Youth supplies (pens, pencils, paper, photo paper, markers) \$25/mth	300		300
	Cups for bottle water \$3.00/100*52	156		156
	Toilet Paper/Paper Towels, etc. cleaning supplies 50/per month	600		600
01-4227-521-5200	FUEL & LUBRICANTS			
	Fuel for two vans average \$200 per month additional \$100 April - Sept.	3,000	3,000	
01-4227-521-5201	Tires & Tubs			
	Set of tires for van	800	800	
01-4227-521-5210	FOOD SUPPLIES			
	Month Food (Snacks) @200 per mth Sept.- May \$75.00 June, July and August	2,025		2,025
01-4227-521-5420	TRAINING			
	Preventing Crime in the Black Community			
	2 Adults @ \$265.	530	530	
	8 Youth @ \$150	1,200	1,200	
	Total Operating	<u>35,698</u>	<u>14,086</u>	<u>21,612</u>
	Total Budget	<u>162,641</u>	<u>32,640</u>	<u>130,000</u>

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

THIS INTERLOCAL AGREEMENT is made as of the ____ day of _____, 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, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent crimes; and

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the budget, Exhibit B, up to the amount of \$100,000 from October 1, 2013 through September 30, 2014 for the Youth Violence Prevention Project set forth in Exhibits A; and

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

ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to provide professional services in the area of YOUTH VIOLENCE PREVENTION/YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The CITY agrees that it shall implement one Youth Empowerment Center as part of the countywide efforts of the Youth Violence Prevention Project in partnership with the COUNTY.

The CITY 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. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Monitoring includes announced and unannounced site visits performed by the COUNTY. The CITY shall comply with site visits.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- F. 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.
- G. 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. In the event of the termination of the Youth Violence Prevention Project/Youth Empowerment Center by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.
- H. All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.
- I. Submit a Report of Monthly Measurable Outcomes Report for each program, within 10 days of the end of each calendar month (i.e. January 10, for the month of December) that reflects the CITY'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.

ARTICLE 2 – CONTRACT REPRESENTATIVE/LIAISON

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

The CITY'S representative/liason during the performance of this INTERLOCAL AGREEMENT shall be Valerie Grimsley, telephone number 840-0135. Subcontract providers report to the CITY's representative.

ARTICLE 3 – SCHEDULE

The CITY shall commence services on October 1, 2013 and regardless of the date COUNTY executes complete all services by September 30, 2014.

ARTICLE 4 - PAYMENTS TO CITY

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and shall not exceed a total INTERLOCAL AGREEMENT amount of one-hundred thousand, dollars (\$100,000). 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. Programmatic reports received trigger payments to the CITY. Invoices and related backup shall be provided to support grant funds and CITY funds.

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. 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 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 under this INTERLOCAL AGREEMENT. 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 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, as may be listed in Exhibit A, 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 - 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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this INTERLOCAL AGREEMENT. The CITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this INTERLOCAL AGREEMENT, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The CITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

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 – INDEMNIFICATION

The parties to this INTERLOCAL AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing contained herein shall be construed as a waiver of sovereign immunity by either party, as provided for in section 768.28, Florida Statutes.

ARTICLE 10 - 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 11 – 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 12 - 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 13 - 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 14 - 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 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY 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 INTERLOCAL AGREEMENT.

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 CITY 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 INTERLOCAL AGREEMENT 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 INTERLOCAL AGREEMENT and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this INTERLOCAL AGREEMENT, 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 16 - INDEPENDENT CONTRACTUAL 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 - 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 CITY of the COUNTY'S notification of a contemplated change, the CITY 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 CITY'S ability to meet the completion dates or schedules of this INTERLOCAL AGREEMENT.

If the COUNTY so instructs in writing, the CITY 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 CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

ARTICLE 24 – 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 – 10TH floor
West Palm Beach, FL 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – 6th floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:
Thomas A. Masters, Mayor
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

ARTICLE 25 - ENTIRETY OF INTERLOCAL AGREEMENTUAL 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 hereto in accordance with Article 25- Modifications of Work.

ARTICLE 26 - CRIMINAL HISTORY RECORDS CHECK

If CITY'S employees or subcontractors are required under this INTERLOCAL AGREEMENT to enter a "critical facility," as identified in Resolution R-2003-1274, the CITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CITY 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 CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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 27 - 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.

ARTICLE 28 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, 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 the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, 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.

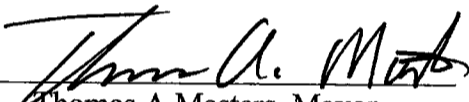
When requested, the CITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this INTERLOCAL AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY: Riviera Beach, FL

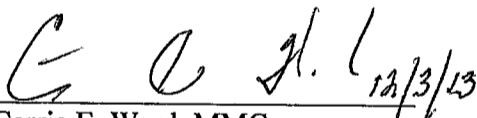
By: 
Thomas A Masters, Mayor
Riviera Beach, FL

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

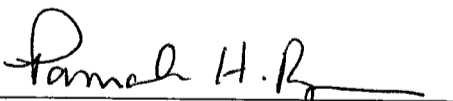
ATTEST:

By:  12/3/13
Carrie E. Ward, MMC
City Clerk

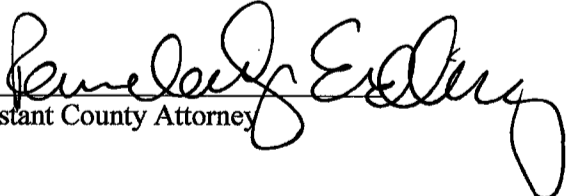
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamala H. Ryan, B.C.S.
City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


By: 
Michael L. Rodriguez
Executive Director

Exhibit A

Riviera Beach Youth Empowerment Center Program:	Responsibility
Youth Empowerment Facility	City
<p>Youth/Teen Advisory Council Council or Board of youth from the target area meets every other month minimally to recommend programs and policies of the Youth Empowerment Center. Agendas and minutes are prepared and submitted as well as sign in sheets. Youth are pre and post tested on leadership skills.</p> <p>The Center should be adequately staffed and 2014 funds should be used to enhance the current staffing complement. Staff selection should mirror the youth served and preference should be given to adding a male to the current complement.</p>	City
<p>Teen Center Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week (excluding recreation). 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 1st day of the month.</p>	City
<p>Targeted Recruitment Recruitment should be targeted for at-risk youth. Sources are not limited to but should include: juvenile probation officers, youth court participants, participants of other diversion programs, school personnel and law enforcement.</p>	
<p>Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program.</p>	Courts/City
<p>After-school Activities Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, and organized athletics.</p>	City
<p>Tutoring Provide after-school tutoring, including assessment and or SAT skill building. Collect report cards and mid-semester reports to target youth's educational deficiencies.</p>	City
<p>Mentoring Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors.</p>	City
<p>Job Training and Employment Services Partner with Workforce Alliance or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement.</p>	Workforce Alliance and Palm Beach Community College
<p>Case Management – Informal Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.</p>	City and MOU with collaborating agencies
<p>Assessment Each youth is assessed for risk of offending or reoffending using the Domains Assessment or the Prevention Assessment Tool. Assessments are submitted monthly.</p>	City
<p>Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation. The city must provide transportation at multiple pick up and drop off sites and field trips.</p>	City
<p>Collaborative Partnerships Leadership or the City's designated contact person participates in a minimum of ten (10) CJC or School District sponsored collaborative meetings throughout the year.</p>	City-Youth Empowerment Administrative Staff
<p>Life Skills Provide a variety of life skills in an environment conducive to learning and interesting to high school youth.</p>	City
<p>Admission – Terminated Youth are admitted on the first day of participation and are terminated at request or after 120 days of non participation.</p>	City

Agency: **City of Riviera Beach**

2013-2014 Proposed Budget For Youth Empowerment
Revised Exhibit B

EXPENDITURES		City Funding	County Funding
1. Salaries			
a. Director		54575.04	
b. P/T Youth Worker	\$15.00/hr x 30 hrs/wk x 52 wks	23400	
c. P/T Recreation Worker	\$11.50hrly x 30hrs/wk x 52wks		\$ 17,940.00
Total Salaries		77975.04	\$ 17,940.00
2. Employee Benefits			
a. FICA [.0765 x \$77,975.04.00=\$5965.09]		5965.09	
FICA (.0765 x \$17940.00=1372.41) - P/T Recreation Worker			\$ 1,372.41
b. Retirement (52.20% of salary amount \$54,575.04)	(Not needed per admin)		
c. Health & Dental Insurance		8879	
d. Life Insurance		172	
3. Total Employee Benefits		15016.09	\$ 1,372.41
4. Total Salaries & Benefits		92991.13	\$ 19,312.41
5. Facilities Management - Vehicle Maintenance - Fuel Charges			
a. Building Maintenance (plumbing, A/C maintenance, etc.)		250	
b. Yearly fire extinguisher inspection		50	
c. Yearly fire monitoring service – 1yr contract	(Simplex Grinnell - Contract ending 09/30/2014)	1096	
d. Pest Control - \$40 x 12 months		480	
e. Vehicle Maintenance		1800	
f. Fuel		1800	
Total Facilities Management - Vehicle		5476	
5a. Facilities (In-Kind)			
YEP Administrative Office - location Lindsey Davis (main building) 100 sq ft x \$17.93 per square foot (market rent) x 12 months			

6. Communications/Utilities							
a. Telephone (Building Land Line monthly billing \$65.00 x 780.00)						300	
b. Utilities (Water \$ 65 monthly x 12=\$780)						780	
c. Internet Service/Cable (Comcast) \$124.00 x 12 months=\$1488						1488	
d. Sprint Mobile (\$99 x 12 monthly=\$1188)						1188	
7. Total Building/Occupancy - Vehicle Maintenance - Fuel - Communications - Utilities						5632	
8. Printing & Supplies							
a. Office Supplies (Pens, Paper, Pencils, Folders, etc)						600	\$ 1,150.60
b. Advertising & Marketing						500	\$ 5,000.00
c. Toshiba Copier/Fax Monthly Maintenance (\$112.45 x 12 months=\$1349.40)							\$ 1,349.40
d. Youth Off-site Site Tee-Shirts 75 shirts x \$8.00 per shirt							\$ 600.00
e. Printing & Binding						600	\$ 600.00
9. Total Printing/Supplies/Marketing						1700	\$ 8,700.00
10. Food Service							
a. Sam's - snacks, lunches, etc. (\$500.00 quarterly x 4 quarters)						1575	\$ 3,000.99
11. Educational Programs						1575	\$ 3,000.99
a. WHAT THE FUNCTION (EOC, FLVS, INDIVIDUAL/GROUP SUBJECT TUTORIAL) Group ACT prep						1500	\$ 3,500.00
b. Science Dissection/Anatomy program \$12 x (30) youth participants							\$ 360.00
c. College Tour/Admission/Information Session (shared cost with parents/fundraising) Scholarships Seminars						2000	\$ 3,500.00
Total						3500	\$ 7,360.00
12. Prevention Programs							
a. CAP - Street Smart - Making Healthy Decision (4 weeks - no cost)							
b. National Community Corp. - Conflict Resolution/An (12 weeks - 1hr per session x \$50.00 per session)							\$ 1,800.00
c. Black Male Explorer's Program - FAMU (6 week program held at Florida A&M University - \$150 (shared cost w/parents per youth x (4) you						600	

d. In-school/group mentoring (boys/girls)	(24 weeks - in school mentoring (12) middle school girls & (12) high school girls)		\$ 3,000.00
e. Real Men Reach Back Boys Group Mentoring	(24 weeks - 2x monthly - 30 young men)		\$ 3,000.00
f. Job Shadowing	(6 week program - 1hr per session - no cost) Junior Achievement		
g. Work Readiness - Petty Investment	(\$30/hrly x 6hrs per week x (24) weeks = \$4320)		\$ 4,320.00
Community Employment Linkage - (12) youth to be placed			
Total		600	\$ 12,120.00
13. Media/Film Projects			
a. Media/Film/Editing Projects - (2) neighborhood film projects		1000	\$ 3,500.00
(5) Teen Talk Shows (show topics will discuss pertinent topics/issues affecting youth in today's society) - to be displayed on Channel 18			
Total		1000	\$ 3,500.00

14. Leadership Trainings (Staff & Teen Visionary Council & YEP Youth)

a. National Youth Learning Service Conference - Washington, D.C. April 10-12, 2014 - Teen Visionary Council (5) Teens to attend		500	\$ 1,850.00
\$275 (registration) x (5) youth participants, (1) Staff \$475 (registration) Chaperone			
Hotel Cost \$179 per night x (3) rooms			\$ 537.00
Airfare Cost \$150 x (5) youth/(1) Staff Chaperone			\$ 900.00
b. National Mentoring Conference, Arlington, VA January 30th & 31st, 2014		500	\$ 2,400.00
\$375 (registration) x (2) staff			\$ 750.00
Hotel Cost \$179 per night x (2) nights x (1) room			\$ 358.00
Airfare Cost \$180 x (2) staff			\$ 360.00
c. Self Esteem - Team Building Rope Challenge FAU Rope Challenge			\$ 500.00
\$25 per youth x (20) youth participants			
d. CSC Staff Trainings		125	\$ 126.00
i.e. Cultural Competency, abuse/neglect, etc.			
Total		1125	\$ 7,961.00

15. Apprenticeship Programs

a. Build A Computer - Take it Home			\$ 4,500.00
(8-12) week Program (upon finishing program youth/family will receive (12) months of Internet services at residence at \$9.95 per month)			
(24) youth to be trained			

b. Comcast Internet Service (24 youth x \$9.95 monthly service x 12 months)

\$ 2,865.60

c. Youth Summer Career Employment Mentoring
10 week employment position x (20) youth x \$7.67/hrly x (20) hours weekly

500 \$ 30,680.00

Total

500 \$ 38,045.60

16. Total administrative/program cost

114099.13

\$100,000

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

THIS INTERLOCAL AGREEMENT is made as of the _____ day of _____, 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, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent crimes; and

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the budget, Exhibit B, up to the amount of \$150,000 from October 1, 2013 through September 30, 2014 for the Youth Violence Prevention Project set forth in Exhibits A; and

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

ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to provide professional services in the area of YOUTH VIOLENCE PREVENTION/YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The CITY agrees that it shall implement one Youth Empowerment Center as part of the countywide efforts of the Youth Violence Prevention Project in partnership with the COUNTY.

The CITY 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. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Monitoring includes announced and unannounced site visits performed by the COUNTY. The CITY shall comply with site visits.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- F. 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.
- G. 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. In the event of the termination of the Youth Violence Prevention Project/Youth Empowerment Center by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.
- H. All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.
- I. Submit a Report of Monthly Measurable Outcomes Report for each program, within 10 days of the end of each calendar month (i.e. January 10, for the month of December) that reflects the CITY'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.

ARTICLE 2 – CONTRACT REPRESENTATIVE/LIAISON

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

The CITY'S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be Melissa Garvin, telephone number 719-5002. Subcontract providers report to the CITY's representative.

ARTICLE 3 – SCHEDULE

The CITY shall commence services on October 1, 2013 and regardless of the date COUNTY executes complete all services by September 30, 2014.

ARTICLE 4 - PAYMENTS TO CITY

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and shall not exceed a total INTERLOCAL AGREEMENT amount of one-hundred and fifty thousand, dollars (\$150,000). 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. Programmatic reports received trigger payments to the CITY. Invoices and related backup shall be provided to support grant funds and CITY funds.

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. 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 5 - 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 within three (3) years following final payment.

ARTICLE 6 - 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 7 – PERSONNEL

The CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this INTERLOCAL AGREEMENT. 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 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, as may be listed in Exhibit A, 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 8 - 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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this INTERLOCAL AGREEMENT. The CITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this INTERLOCAL AGREEMENT, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The CITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 9 - 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 CITY. The CITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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 10 - 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 11 - 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 CITY.

ARTICLE 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY 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 INTERLOCAL AGREEMENT.

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 CITY 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 INTERLOCAL AGREEMENT 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 INTERLOCAL AGREEMENT and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this INTERLOCAL AGREEMENT, 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 CONTRACTUAL 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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 25 - 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 CITY of the COUNTY'S notification of a contemplated change, the CITY 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 CITY'S ability to meet the completion dates or schedules of this INTERLOCAL AGREEMENT.

If the COUNTY so instructs in writing, the CITY 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 CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - 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 - 10TH floor
West Palm Beach, FL 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. - 6th 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 27 - ENTIRETY OF INTERLOCAL AGREEMENTUAL 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 hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CITY'S employees or subcontractors are required under this INTERLOCAL AGREEMENT to enter a "critical facility," as identified in Resolution R-2003-1274, the CITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CITY 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 CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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 29 - 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.

ARTICLE 30 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, 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 the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, 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.

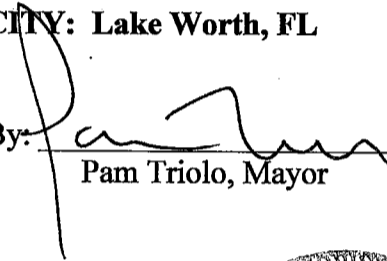
The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which 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.

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:  12/3/13
Pam Triolo, Mayor


ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk




ATTEST:

By: 
Pamela Lopez, City Clerk

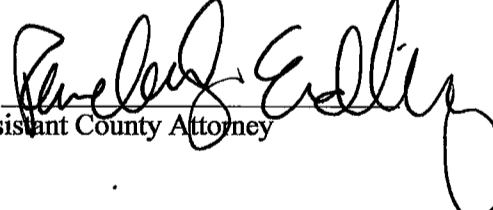
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor

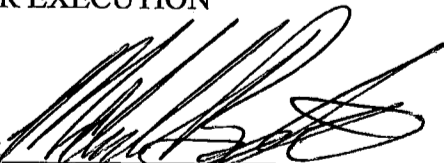
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
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

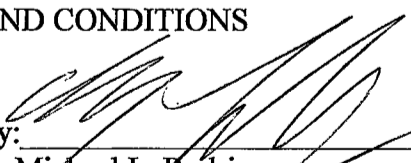
By: 
Michael L. Rodriguez
Executive Director

Exhibit A

Lake Worth Youth Empowerment Center Program:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area meets every other month minimally to recommend programs and policies of the Youth Empowerment Center. Agendas and minutes are prepared and submitted as well as sign in sheets. Youth are pre and post tested on leadership skills.	City
Teen Center – ONE ONLY Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week (excluding recreation). 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 st day of the month. Membership is limited to high school students only after January 31, 2014.	City
Targeted Recruitment. Recruitment should be targeted for at-risk youth. Sources are not limited to but should include: juvenile probation officers, youth court participants, participants of other diversion programs, school personnel and law enforcement.	
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
After-school Activities Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, and organized athletics.	City
Tutoring Provide after-school tutoring, including assessment and or SAT skill building. Collect report cards and mid-semester reports to target youth's educational deficiencies.	City
Mentoring Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors.	City
Job Training and Employment Services Partner with Workforce Alliance or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement.	Workforce Alliance and Palm Beach Community College
Case Management – Informal Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
Assessment Each youth is assessed for risk of offending or reoffending using the Domains Assessment or the Prevention Assessment Tool. Assessments are submitted monthly.	City
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation. The city must provide transportation at multiple pick up and drop off sites and field trips.	City
Collaborative Partnerships Leadership or the City's designated contact person participates in a minimum of ten (10) CJC or School District sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills Provide a variety of life skills in an environment conducive to learning and interesting to high school youth.	City
Admission – Terminated Youth are admitted on the first day of participation and are terminated at request or after 120 days of non participation.	City

**FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

Agency: **City of Lake Worth**

Proposed Budget For Year Ending:

September 30, 2014

Program:

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources		
2. Dept. of Children & Families		
3. Palm Beach County (Specify)	\$150,000	
4. Children's Services Council		
5. Federal (Specify)		
6. School District		
7. Other (Specify)		
8. United Way		
8a. United Way of Palm Bch Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		
10. Fund Raising		
11. Contributions, Legacies & Bequests		
12. Membership Dues		
13. Program Service Fees and Sales		
14. Investment Income		
15. In-Kind		\$66,477
16. Miscellaneous Revenue		
17. Total Revenues	\$150,000	\$66,477

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Page 2 of 3

Agency: **City of Lake Worth**

Proposed Budget For Year Ending:

September 30, 2014

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries - Requesting (3) PT Recreation Center Assistants. City is providing 15% of (1) FT Recreation Supervisor, 25% (1) PT Recreation Center Assistant & 5% of (1) FT Grants Analyst	45,240	13577.20
19. Employee Benefits		
a. FICA		
b. FL Unemployment		
c. Worker's Compensation		
d. Health Plan		
e. Retirement/Pension		
20. Sub-Total Employee Benefits	\$0	\$0
21. Sub-Total Salaries & Benefits	\$45,240	\$13,577
22. Travel		
a. Travel/Transportation		
b. Conferences/Registration/Travel - funds requested to cover the cost of transportation, registration, accomodations and meals for youth and appropriate staff for 2 youth crime prevention/leadership conferences. Conferences will be pre-approved by FDLE.	5,000	
23. Sub-Total Travel	\$5,000	\$0
24. Building/Occupancy		
a. Rent		
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$0
26. Communications/Utilities		
a. Telephone - Anticipated phone expenses for Osborne Center and staff issued phone.		\$1,500
b. Postage & Shipping		\$200
c. Utilities (Power/Water/Gas) - Estimated operational cost for Osborne Center		\$50,000
27. Sub-Total Communications/Utilities	\$0	\$51,700

All Financial Information Rounded to Nearest Dollar

33. Equipment Purchase (capital items) -		Exhibit B
34. Indirect/Administrative Costs		
35. Total Expenditures	\$150,000	\$66,477
36. Total administrative cost of program		

All Financial Information Rounded to Nearest Dollar