

## **AGENDA ITEM SUMMARY**

Meeting Date: December 01, 2015      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing

**Department Submitted By:** Youth Services Department

**Submitted For: Outreach & Community Programming**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) First Amendment to Interlocal Agreement for Youth Empowerment Center Services with the City of Riviera Beach (R2014-1977) for the period October 1, 2015 through September 30, 2016, in an amount totaling \$180,000 to provide a variety of youth programming to the community; and
- B) Budget transfer of \$80,000 in the general fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the City of Riviera Beach YEC (Unit 7682) program to fund the cost associated with this Amendment.

**Summary:** On December 16, 2014, Palm Beach County entered into an Agreement with the City of Riviera Beach (City) to provide funding for the Youth Empowerment Center located within the City. The center incorporates 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. This Amendment will extend the term of the Agreement for a one-year period from October 1, 2015 through September 30, 2016 and provide the same level funding as FY15 for existing programming, as well as provide an additional \$80,000 in funding to implement new evidence-based/promising programming including the implementation of a summer teen employment program.

### District 7 (HH)

**Background and Policy Issues:** 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. Through that work, Youth Empowerment Centers were created, including one in Riviera Beach. In FY 2015, the County supported the City of Riviera Beach's Youth Empowerment Center with \$100,000. This contract will continue the funding and allocate an additional \$80,000 for the summer teen employment program and other promising or evidence based programs.

**Attachments:**

1. Amendment to Interlocal Agreement with City of Riviera Beach
2. Budget Transfer

**Recommended by:**

## Department Director

Date \_\_\_\_\_

**Approved by:**

**Deputy County Administrator**

Date \_\_\_\_\_

## 11.

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$180,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$180,000</b>				

# ADDITIONAL FTE

<b>POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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**Is Item Included In Current Budget?**    Yes   X      No       

**Budget Account Exp No:**

**Fund 0001 Department 153 Unit 7682 Object 8101 - \$100,000**

**Fund 0001 Department 153 Unit 1451 Object 3401 - \$80,000**

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

The fiscal impact associated with this Amendment shall be funded by existing 2016 ad valorem.

Departmental Fiscal Review: Unrecorded Income

### **III. REVIEW COMMENTS**

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

AK  
11/10/15

OFMB

11-9

Control Comments:

*Dr. J. Jacobson* 11/24/15

Contract Administration  
B. Wheeler 11-24-15

### B. Legal Sufficiency:

*Alene Christy*  
**Assistant County Attorney**

**C. Other Department Review:** \_\_\_\_\_

**Department Director**

**This summary is not to be used as a basis for payment.**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH THE CITY OF  
RIVIERA BEACH (R2014-1977)**

**THIS FIRST AMENDMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County 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**, the parties entered into a certain Interlocal Agreement (R2014-1977) dated **December 16, 2014**, hereinafter referred to as the "Agreement", whereby the CITY has agreed 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-1 of the Agreement; and

**WHEREAS**, the parties desire to extend the term of the Agreement for an additional one (1) year period from October 1, 2015 through September 30, 2016; and

**WHEREAS**, the contract, currently has an expiration date of September 30, 2015 and is funded in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**; and

**WHEREAS**, the parties desire to extend the original agreement to September 30, 2016 and in the amount of **ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000)**, for a new total not to exceed amount of **TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)**; and

**WHEREAS**, a portion of the new funding, a total of **EIGHTY THOUSAND DOLLARS (\$80,000)** must be allocated toward new evidence-based programming for at-risk youth attending the Center, and shall not be allocated toward existing program expenditures.

**NOW THEREFORE**, in consideration of the mutual covenants and Agreements expressed herein, the COUNTY and the CITY agree as follows:

**1. Section F of ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS**, is hereby amended to read as follows:

“F. The COUNTY’S Director of the Youth Services Department may authorize adjustments within each designated budget of up to 10% provided there is not an increase in the total amount.”

**2. Section G of ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS**, is hereby amended to read as follows:

“G. The parties may, by mutual agreement, extend this contract for up to one (1) additional year. If the CITY wishes to extend the contract, it must submit a proposed Scope of Work and corresponding Budgets (Exhibits A-1, B-1.1 and B-1.2) for the next fiscal year (October 1 – September 30) no later than May 1<sup>st</sup> of each year. Upon recommendation of the COUNTY and availability of funding, an appropriate amendment extending this contract may be submitted by the COUNTY to the CITY and the Board of County Commissioners for their consideration.”

**3. ARTICLE 2 – SCHEDULE**, is hereby amended to read as follows:

“The CITY shall commence services on October 1, 2014 and regardless of the date the COUNTY executes complete all services by September 30, 2016. The parties may, by mutual agreement, extend this contract for up to one (1) additional year.”

**4. ARTICLE 3 – CONTRACT REPRESENTATIVE/LIAISON**, is hereby amended to read as follows:

“The COUNTY’S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be James Green, Director of Outreach and Community Programming or designee, telephone number 561-242-5702.

The CITY’S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be Valerie Grimsley, Director, Riviera Beach Youth Empowerment Center, telephone number 561-840-4802. Sub-contract providers report to the CITY’S representative.”

**5. Section B of ARTICLE 4 – PAYMENTS TO CITY**, is hereby amended to read as follows:

“B. The CITY shall submit monthly programmatic reports and monthly financial invoices on both the existing programming and to include separate reporting on the new evidence-based programming to the COUNTY which will include a reference to this agreement; identify the project and identify the amount due and payable to the CITY, identify and separate expenses relating to the existing and new evidence-based programming 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.”

**6. Section C of ARTICLE 4 – PAYMENTS TO CITY**, is hereby amended to read as follows:

“C. The CITY shall submit monthly invoices for each of the corresponding program budgets (Exhibit B-1.1 and B-1.2). Invoices received from the CITY

pursuant to this agreement will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the 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."

**7. ARTICLE 21 – NONDISCRIMINATION**, is hereby amended to read as follows:

"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, or genetic information.

The CITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the CITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CITY will conform to the COUNTY's non-discrimination policy as provided in R2014-1421, as amended."

**8. ARTICLE 26 – NOTICES**, is hereby amended to read as follows:

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

Tammy K. Fields, Director  
Palm Beach County Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

With copy to:  
Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

**9. OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this First Amendment are still in effect and are to be performed at the same level as specified in the Contract.

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10. The Agreement is hereby amended to replace Exhibit “A” in its entirety with Exhibit A-1.
  11. The Agreement is hereby amended to replace Exhibit “B” in its entirety with Exhibits B-1.1 and B-1.2.
  12. All other provisions of said Agreement, dated December 16, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY: \_\_\_\_\_  
Assistant County Attorney

BY: \_\_\_\_\_  
Tammy K. Fields, Director  
Youth Services Department

ATTEST:

CITY OF RIVIERA BEACH, a  
municipality located in Palm Beach  
County, Florida

BY: \_\_\_\_\_  
Claudene L. Anthony, CMC, City Clerk

BY: \_\_\_\_\_  
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Riviera Beach Youth Empowerment Center Program:	Responsibility
Youth Empowerment Facility	City
<b>Youth/Teen Advisory Council</b> 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. Youth will review service proposals and make program decisions on behalf of the Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week (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 <sup>st</sup> day of the month. Two staff should be on property at all times when youth are present. The county is providing up to \$65,000 for an additional FTE.	City
<b>Targeted Recruitment</b> 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.	City
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, and organized athletics.	City
<b>Tutoring</b> 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
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors. GIRL TALK to be offered at least once annually.	City
<b>Job Training and Employment Services</b> Partner with Career Source or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement. Allocate a minimum of \$15,000 for a summer internship program. Model will be developed during the year. Job readiness must be offered prior to paid internships.	Career Source/other providers
<b>Case Management – Informal</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Transportation</b> 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
<b>Collaborative Partnerships</b> 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
<b>Life Skills</b> Provide a variety of life skills in an environment conducive to learning and interesting to high school youth.	City
<b>Admission – Terminated</b> Youth are admitted on the first day of participation and are terminated at request or after 120 days of non participation.	City
<b>Risk Assessment</b> A Brief Risk Assessment of each registrant shall be conducted and submitted with the new registration forms monthly, identifying all risk factors known to staff.	City
<b>Programmatic Reporting</b> Monthly programmatic reporting will be submitted on paper electronically until the new web-based data collection system is in place. The county will provide training on the new system.	City/County



**Riviera Beach Youth Empowerment Center  
Program Budget  
FY 2016**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
<b>Salaries &amp; Benefits</b>			
FT/ PT/ Contractual Employees	139,741.00		139,741.00
<b>Total Salaries &amp; Benefits</b>	<b>139,741.00</b>		<b>139,741.00</b>
<b>Contractual Services</b>			
Prevention/Life Skills/SkillBuilding/Education Programs	5,927.00	44,202.00	50,129.00
<b>Total Contractual Services</b>	<b>5,927.00</b>	<b>44,202.00</b>	<b>50,129.00</b>
<b>Education &amp; Training (Staff &amp; Youth Participants) as determined by Program Manager)</b>			
Staff/Youth Training Enhancements		5,000.00	5,000.00
<b>Total Education &amp; Training</b>	<b>-</b>	<b>5,000.00</b>	<b>5,000.00</b>
<b>Travel &amp; Per Diem</b>			
Hotel		1,790.00	1,790.00
Parking			-
National Youth Leadership Conference, Washington, D.C.		2,675.00	2,675.00
Flight & Per Diem		2,385.00	2,385.00
<b>Total Travel &amp; Per Diem</b>	<b>-</b>	<b>6,850.00</b>	<b>6,850.00</b>
<b>Communication Services</b>			
Telephone	780.00	1,188.00	1,968.00
Internet/Cable		1,860.00	1,860.00
<b>Total Communication Services</b>	<b>780.00</b>	<b>3,048.00</b>	<b>3,828.00</b>
<b>Utilities</b>			
Water	780.00		780.00
Electricity			-
<b>Total Utilities</b>	<b>780.00</b>	<b>-</b>	<b>780.00</b>
<b>Postage &amp; Freight</b>			
<b>Rental &amp; Leases</b>			
Copiers Leases		1,750.00	1,750.00
Water Coolers Services			-
<b>Total Rental &amp; Leases</b>	<b>-</b>	<b>1,750.00</b>	<b>1,750.00</b>
<b>Insurance</b>			
<b>Facility / Building Repairs &amp; Maintenance</b>			
Cleaning Services		2,700.00	2,700.00
Pest Control	480.00		480.00
Repairs	3,928.00		3,928.00

Exhibit B-1.1

Riviera Beach Youth Empowerment Center  
Program Budget  
FY 2016

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Total Facility / Building Repairs & Maintenance	4,408.00	2,700.00	7,108.00
Vehicle Repairs & Maintenance			
Servicing	1,475.00		1,475.00
Repairs	1,475.00		1,475.00
Total Vehicle Repairs & Maintenance	2,950.00		2,950.00
Program Activities			
Day Trips (include admission cost etc.)	2,340.00	5,500.00	7,840.00
Other related expenses as determined by Program Manager	1,500.00	1,500.00	3,000.00
Total Program Activities	3,840.00	7,000.00	10,840.00
Program Supplies			
Administrative Supplies (books, magazines, pens, pencil, paper, arts & crafts etc.) and other related expenses as determined by Program Manager	7,440.00	3,500.00	10,940.00
Toiletries			-
T-Shirts, Flyers, Brochures, uniforms and other related expenses.	3,134.00	3,500.00	6,634.00
Total Program Supplies	10,574.00	7,000.00	17,574.00
Fuel / Gas	1,500.00	1,200.00	2,700.00
Program Equipment			
Recreational Equipment/Programs		3,250.00	3,250.00
Total Program Equipment	-	3,250.00	3,250.00
Food Supplies			
Breakfast, Lunch, Dinner, Snacks & Refreshments, Food supplied during day trips and other related expenses as determined by Program Manager		5,500.00	5,500.00
Total Food Supplies	-	5,500.00	5,500.00
Renovations			
Renovations, Furnishings, Security, appliances and other expenses needed to operate the program	3,500.00	12,500.00	16,000.00
Total Renovations	3,500.00	12,500.00	16,000.00
Riviera Beach YEP Budget Total	\$ 174,000.00	\$ 100,000.00	\$ 274,000.00

Riviera Beach Youth Empowerment Center  
Summer Youth Apprenticeship Program Budget  
FY 2016

Expenditures	Funding Source		Total Budget
	City / Agency	County	
<b>Salaries</b>			
(10) Temporary P/T Summer Work Program	1,100.00	15,000.00	15,000.00
Youth will earn \$8.05 hourly			
Youth will work (4) days a week ~ (5) hours a day = (20) hours weekly			
Summer work program dates June 6th, 2016 ~ August 11th, 2016			
1 Full Time Employee		65,000.00	65,000.00
<b>Total Salaries</b>	<b>1,100.00</b>	<b>80,000.00</b>	<b>80,000.00</b>
<b>FICA</b>			
.0765 x \$16,100	1,231.65		
<b>Total FICA</b>	<b>1,231.64</b>		
<b>Drug Testing &amp; Background Check</b>			
All youth will receive drug testing, physical, and background clearance	1,250.00		
per City HR policy			
<b>Drug Testing &amp; Background Check</b>	<b>1,250.00</b>	-	

2016- 0199

BGEX 150 102215\*221

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/09/15	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-153-1451-3401 Other Contractual Services	1,000,000	809,436	0	80,000	729,436	0	729,436
0001-153-7682-8101 Contributions - Other Govt Agency	100,000	100,000	80,000	0	180,000	0	180,000
TOTALS			80,000	80,000			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 12/01/2015

YOUTH SERVICES DEPARTMENT  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

*Unicee Doria*  
*Sherry Brown* 11/10/15

Deputy Clerk to the  
Board of County Commissioners