

PALM BEACH COUNTY
BOARD OF COUNTY COMMISIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2016 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) Third Amendment to Interlocal Agreement for Youth Empowerment Center Services with the City of Belle Glade (R2014-1976), renewing the Agreement for the period October 1, 2016 through September 30, 2017, and increasing the funding by \$40,000, in order to add an additional staff member, for a total Agreement amount of \$180,000; and
- B) Budget Transfer of \$40,000 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the Belle Glade YEC program (Unit 7686) to fund the cost associated with this Third Amendment.


Summary: In 2014, the Board approved an Interlocal Agreement (Agreement) with the City of Belle Glade (City) to provide funding for the Youth Empowerment Center (YEC) located within the City. The YEC 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 Third Amendment will extend the term of the Agreement for the remaining one (1) year extension from October 1, 2016 through September 30, 2017, in the amount of \$180,000 (\$140,000 for existing programming and \$40,000 for new evidence-based/promising programming, which includes funding for a dedicated education specialist position). District 6 (HH)

Background and Justification: The Agreement, approved by the Board on December 16, 2014, funded \$140,000 for one year ending September 30, 2015 and provided for two (2), one (1) year renewal options. The First Amendment, approved May 5, 2015, provided additional funding of \$3,000 for a college bus tour. The Second Amendment, approved on December 1, 2015, funded \$155,000 and extended the term one (1) year to September 30, 2016.

Attachments:

- 1. Third Amendment
- 2. Budget Transfer

Recommended by:  8/22/16
Department Director Date

Approved by:  8/26/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs		\$180,000			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$180,000			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No

Budget Account Exp No:
Fund 0001 Dept various Unit 7686 Obj 3401
Rev No:
Fund Dept Unit Obj
 0001-153-7686-3401 - \$140,000
 0001-154-7686-3401 - \$40,000

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

The fiscal impact associated with this Third Amendment shall be funded by proposed 2017 ad valorem.

Departmental Fiscal Review: *Unshere Dene*
dt

III. REVIEW COMMENTS

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

John W. Stalke
OFMB 8/17 AK
 8/19/16

A. S. Jacobson 8/23/16
Contract Development & Control
8/23/16

B. Legal Sufficiency:

Debra C. DeWitt
Assistant County Attorney

C. Other Department Review:

Department Director

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

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
FOR YOUTH EMPOWERMENT CENTER SERVICES**

THIS THIRD AMENDMENT is made as of the _____ day of _____ 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the City of Belle Glade, a municipality located in Palm Beach County, Florida, (CITY), each one constituting a Public Agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the parties entered into an Interlocal Agreement (Agreement) dated December 16, 2014, (R2014-1976) in the amount of \$140,000, to fund CITY's services for the Youth Violence Prevention/Youth Empowerment Center (YEC) from October 1, 2014 through September 30, 2015, with two (2) renewal options; and

WHEREAS, the parties entered into a First Amendment (R2015-0593) that increased the total contract amount to \$143,000; and

WHEREAS, the parties entered into a Second Amendment (R2015-1727) that extended the term one (1) year, October 1, 2015 through September 30, 2016, with additional funding in the amount of \$155,000, for a new total not to exceed \$298,000; and

WHEREAS, the parties desire to extend the term of the Agreement for the remaining one (1) year extension, October 1, 2016 through September 30, 2017, in the amount of \$180,000, for a new total not to exceed amount of \$478,000; and

WHEREAS, a portion of the funding, a total of \$40,000, must be allocated toward new evidence-based programming for at-risk youth attending the YEC, and shall not be allocated toward existing program expenditures.

NOW THEREFORE, the parties mutually agree that the Agreement is amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **ARTICLE 2 - SCHEDULE**, is hereby replaced in its entirety with the following;

The CITY shall commence services on October 1, 2014 and complete all services by September 30, 2017.

3. **ARTICLE 4 - PAYMENTS TO CITY**, the first sentence of Paragraph A is hereby replaced with the following:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total amount of FOUR-HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$478,000).

4. **ARTICLE 4 – PAYMENTS TO THE SERVICE PROVIDER**, the first sentence of Paragraph C is hereby replaced with the following:

The CITY shall submit monthly invoices for each of the corresponding budgets, and shall be received by COUNTY no later than the 15th of each month. The first invoice is due November 15th.

5. **ARTICLE 4 – PAYMENTS TO THE SERVICE PROVIDER**, the first sentence of Paragraph D is hereby replaced with the following:

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, and shall be received by COUNTY no later than October 15th of the then current year.

6. **ARTILCE 10 – INSURANCE**, is hereby amended to include the following:

Certificates of Insurance: During the term of this Agreement, and prior to each subsequent renewal thereof, the CITY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County’s insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the **Certificate Holder**:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

7. **ARTICLE 13 – REMEDIES**, the first paragraph is hereby replaced with the following:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

8. Exhibit A-1 is hereby replaced in its entirety with **Exhibit A-2**.
9. Exhibits B-1.1 and B-1.2 are hereby replaced in the entirety with **Exhibit B-2.1**, and **Exhibit B-2.2**.

10. All other provisions of the Agreement not modified in this Third Amendment remain unchanged and in full force and effect.

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

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director



ATTEST:
By: *Debra R. Buff*
Debra R. Buff, MMC, City Clerk
City Clerk

CITY OF BELLE GLADE, a Municipality
located in Palm Beach County, Florida:

By: *Steve B. Wilson*
Steve B. Wilson, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Signature

By: *[Signature]*
City Attorney

Exhibit A -2

Belle Glade 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 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 recommendations on behalf of the Center.</p>	City
<p>Teen Center Provides 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 1st day of the month. Fees may not be charged for regular activities; any fees must be preapproved by contract manager.</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. A registration and risk assessment should be submitted for each new registrant.</p>	City
<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. Complete End of Year Educational Report.</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 CareerSource or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement. Allocate a minimum of \$40,000 for a staff and summer internship program. Evidence Based Youth Violence Prevention Model will be developed during the year. Job readiness must be offered prior to paid program internships.</p>	CareerSource/ other providers
<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>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.</p>	City
<p>Collaborative Partnerships Leadership or the City's designated contact person participates in YSD 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
<p>Risk Assessment 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</p>	City
<p>Programming Reporting 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.</p>	City/County

**Belle Glade
Youth Empowerment Center Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Salaries & Benefits	-	112,527.00	112,527.00
FT/ PT/ Contractual Employees	18,988.00	-	18,988.00
Total Salaries & Benefits	18,988.00	112,527.00	131,515.00
Contractual Services			
Golf Lessons	3,000.00		3,000.00
Culinary School	20,000.00		20,000.00
Prof. Services Medical	335.00	-	335.00
Total Contractual Services	23,335.00	-	23,335.00
Education & Training (Staff & Youth Participants) as determined by Program Manager)			
Preventing Crime in the Black Community	1,730.00		1,730.00
Black Male Explorer Program at FAMU		600.00	600.00
Background checks for summer help	225.00	-	225.00
Total Education & Training	1,955.00	600.00	2,555.00
Travel & Per Diem			
Preventing Crime in the Black Community includes hotel, parking and r College Tour (Youth & Chaperones), Black Male Explorer Program at FAMU and other related trips/conference expenses determined by Program Manager	1,645.00		1,645.00
	2,045.00	4,875.00	6,920.00
Total Travel & Per Diem	3,690.00	4,875.00	8,565.00
Communication Services			
Telephone	6,804.00	-	6,804.00
Internet/Cable	82.00		82.00
Total Communication Services	6,886.00	-	6,886.00
Utilities			
Water		2,100.00	2,100.00
Electricity	3,900.00	-	3,900.00
Total Utilities	3,900.00	2,100.00	6,000.00
Postage & Freight			
	25.00	-	25.00
Rental & Leases			
Copiers Leases	240.00	-	240.00
Water Coolers Services	432.00	-	432.00
Total Rental & Leases	672.00	-	672.00
Insurance			
	-	7,907.00	7,907.00

**Belle Glade
Youth Empowerment Center Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Facility / Building Repairs & Maintenance			
Cleaning Services	3,145.00	-	3,145.00
Pest Control	270.00	-	270.00
Repairs	1,500.00	-	1,500.00
Total Facility / Building Repairs & Maintenance	4,915.00	-	4,915.00
Vehicle Repairs & Maintenance			
Servicing	900.00	-	900.00
Tires	1,600.00	-	1,600.00
Repairs	2,500.00	-	2,500.00
Total Vehicle Repairs & Maintenance	5,000.00	-	5,000.00
Program Activities			
Day Trips (include admission cost etc.)		1,365.00	1,365.00
Other related expenses as determined by Program Manager		3,000.00	3,000.00
Total Program Activities	-	4,365.00	4,365.00
Program Supplies			
Administrative Supplies (books, magazines, pens, pencil, paper, arts & crafts etc.) and other related expenses as determined by Program Manager		1,401.00	1,401.00
Toiletries		600.00	600.00
T-Shirts, Flyers, Brochures, uniforms and other related expenses.		-	-
Total Program Supplies	-	2,001.00	2,001.00
Fuel / Gas			
		3,600.00	3,600.00
Program Equipment			
Recreational Equipment			-
Total Program Equipment	-	-	-
Food Supplies			
Breakfast, Lunch, Dinner, Snacks & Refreshments, Food supplied during day trips and other related expenses as determined by Program Manager		2,025.00	2,025.00
Total Food Supplies	-	2,025.00	2,025.00
Renovations			
Renovations, Furnishings, Security, appliances and other expenses needed to operate the program			-
Total Renovations	-	-	-
Total Budget	69,366.00	140,000.00	209,366.00

**Belle Glade
Summer Youth Apprenticeship Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Salaries			
(7) Temporary P/T Summer Work Program Youth will earn at least \$8.05 hourly		11,501.00	11,501.00
Education Specialist (new position P/T)		21,536.00	21,536.00
Total Salaries		33,037.00	33,037.00
FICA			
.0765 x \$33,037...		2,527.00	2,527.00
Total FICA		2,527.00	2,527.00
Workers Compensation			
.0960 x \$11,270.		1,082.00	1,082.00
Education Specialist		121.00	121.00
Total Workers Compensation		1,203.00	1,203.00
Unemployment			
0.005 x 33,037		165.00	165.00
Total Unemployment		165.00	165.00
Drug Testing & Background Check			
All youth will receive drug testing, physical, and background clearance per City HR policy \$214. x 7		1,498.00	1,498.00
Total Drug Testing & Background Check		1,498.00	1,498.00
Materials for Evidenced Based Programming		1,570.00	1,570.00
Total Materials		1,570.00	1,570.00
Total Budget		40,000.00	40,000.00

2017-

BGEX 150 0803160000000001752

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 08/05/2016	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	0	1,526,186	0	40,000	1,486,186	0	1,486,186
0001-154-7686-3401 Other Contractual Services	0	0	40,000	0	40,000	0	40,000
TOTALS			40,000	40,000			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF 09/13/2016

YOUTH SERVICES DEPARTMENT

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

8-16-16

Deputy Clerk to the
Board of County Commissioners