

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

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:

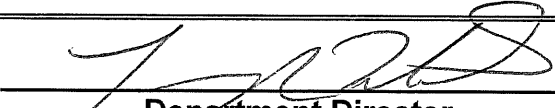

- A) Third Amendment to Interlocal Agreement for Youth Empowerment Center Services with the City of Riviera Beach (R2014-1977), renewing the Agreement for the period October 1, 2016 through September 30, 2017, for a total Agreement amount of \$180,000; and
- B) Budget Transfer of \$80,000 in the general 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 In 2014, the Board approved an Interlocal Agreement (Agreement) with the City of Riviera Beach (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 period from October 1, 2016 through September 30, 2017, in the amount of \$180,000 (\$100,000 for existing programming and \$80,000 for the new evidence-based/promising programming). District 7 (HH)

Background and Justification: The Agreement, approved by the Board on December 16, 2014, funded \$100,000 for one (1) year ending September 30, 2015, and provided for two (2), one (1) year renewal options. The First Amendment, approved December 1, 2015, funded \$180,000 and extended the term one (1) year to September 30, 2016. The Second Amendment, approved June 21, 2016, allocated \$30,287 of carry-over funds unexpended from FY15 which was due to a delay in the program start up.

Attachments:

- 1. Third Amendment
- 2. Budget Transfer

Recommended by:		8/22/16
	Department Director	Date
Approved by:		8/29/16
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

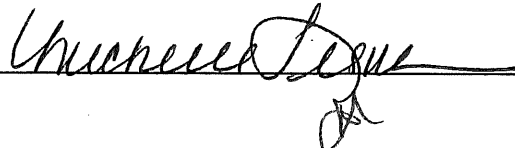
Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs		\$180,000			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$180,000			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No

Budget Account Exp No:
Fund 0001 Dept various Unit 7682 Obj 8101
Rev No:
Fund _____ Dept _____ Unit _____ Obj _____
0001-153-7682-8101 - \$100,000
0001-154-7682-8101 - \$80,000

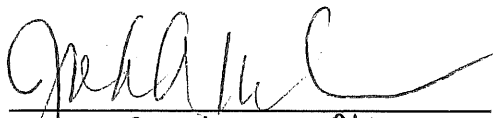
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

Departmental Fiscal Review: 

II. REVIEW COMMENTS

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


OFMB 2/8/17 NK
8/19/16

 8/23/16
Contract Development & Control

B. Legal Sufficiency:


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 Riviera Beach, 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, (R2014-1977) in the amount of \$100,000, 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 (R2015-1726) that extended the term one (1) year, October 1, 2015 through September 30, 2016, with additional funding in the amount of \$180,000, for a new total not to exceed amount of \$280,000; and

WHEREAS, the parties entered into a Second Amendment (R2016-1818) that approved carry-over funding for FY16 in the amount of \$30,287; 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 \$460,000; and

WHEREAS, a portion of the funding, a total of \$80,000, 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 the first 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 SIXTY THOUSAND DOLLARS (\$460,000).

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. Amended Exhibit B-1.1 is hereby replaced in the entirety with **Exhibit B-2.1**.

9. Exhibit B-1.2 is hereby replaced in the entirety with **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:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

COUNTY

**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:

**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: _____

City Attorney

**Riviera Beach
Youth Empowerment Center Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Salaries & Benefits			
FT/ PT/ Contractual Employees	185,741.00		185,741.00
Total Salaries & Benefits	185,741.00		185,741.00
Contractual Services			
Prevention/Life Skills/Skill Building/Education Programs	20,927.00	30,958.50	51,885.50
Total Contractual Services	20,927.00	30,958.50	51,885.50
Education & Training (Staff & Youth Participants) as determined by Program Manager)			
Staff/Youth Training Enhancements		2,500.00	2,500.00
Total Education & Training	-	2,500.00	2,500.00
Pre-apprenticeship Programs (as determined by Program Mgr)			
Youth Multi-Apprenticeship training	7,500.00	5,000.00	12,500.00
Total Pre-Apprenticeship Program	7,500.00	5,000.00	12,500.00
Student Multi-apprenticeship Training Stipends			
(25) training Stipends to be paid 08/2016-09/2017	6,500.00	6,500.00	13,000.00
Total Multi-apprenticeship training stipends	6,500.00	6,500.00	13,000.00
Pre-apprenticeship Program Materials (as determined by Program Mgr)			
Apprenticeship program materials i.e. tools, books, safety equipment	5,962.50	5,962.50	11,925.00
Total Pre-apprenticeship Program Materials	5,962.50	5,962.50	11,925.00
Travel & Per Diem			
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
College Tour (Youth & Chaperones) and other related trips/ conference expenses determined by Program Manager	-	8,087.50	8,087.50
Total Travel & Per Diem	-	14,937.50	14,937.50
Communication Services			
Telephone	780.00	1,188.00	1,968.00
Internet/Cable		2,360.00	2,360.00
Total Communication Services	780.00	3,548.00	4,328.00
Utilities			
Water	780.00		780.00
Electricity			-
Total Utilities	780.00	-	780.00

**Riviera Beach
Youth Empowerment Center Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Postage & Freight			
Postage & Freight		1,200.00	1,200.00
Total Postage		1,200.00	1,200.00
Rental & Leases			
Copiers Leases		1,750.00	1,750.00
Water Coolers Services			-
Total Rental & Leases	-	1,750.00	1,750.00
Insurance			
Total Insurance	-	-	-
Facility / Building Repairs & Maintenance			
Cleaning Services		3,500.00	3,500.00
Pest Control	480.00		480.00
Repairs	3,928.00		3,928.00
Total Facility / Building Repairs & Maintenance	4,408.00	3,500.00	7,908.00
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/leadership activities (include admission cost etc.)	2,340.00	5,000.00	7,340.00
Other related expenses as determined by Program Manager	1,500.00		1,500.00
Total Program Activities	3,840.00	5,000.00	8,840.00
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			
Total Fuel / Gas	1,500.00	2,500.00	4,000.00

**Riviera Beach
Youth Empowerment Center Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Program Equipment			
Recreational Equipment/Programs		1,500.00	1,500.00
Total Program Equipment	-	1,500.00	1,500.00
Food Supplies			
Breakfast, Lunch, Dinner, Snacks & Refreshments, Food supplied during day trips and other related expenses as determined by Program Manager		8,143.50	8,143.50
Total Food Supplies	-	8,143.50	8,143.50
Renovations			
Renovations, Furnishings, Security, appliances and other expenses needed to operate the program	1,200.00		1,200.00
Total Renovations	1,200.00	-	1,200.00
Riviera Beach YEP Budget Total	252,662.50	100,000.00	352,662.50

**Riviera Beach
Summer Youth Apprenticeship Program Budget
FY 2017**

Expenditures	Funding Source		Total Budget
	City / Agency	County	
Salaries			
(10) Temporary P/T Career Internships Intern will earn \$8.05 hourly		15,000.00	15,000.00
(2) Part-time Employees		65,000.00	65,000.00
Total Salaries		80,000.00	80,000.00
FICA			
.0765 x \$16,100	1,231.64		1,231.64
Total FICA	1,231.64		1,231.64
Riviera Beach YEP Budget Total	1,231.64	80,000.00	81,231.64

2017-

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

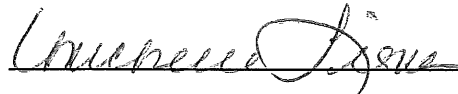
BUDGET TRANSFER
FUND 0001 General Fund

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	80,000	1,446,186	0	1,446,186
0001-154-7682-8101 Contributions-Other Govt Agencies	0	0	80,000	0	80,000	0	80,000
TOTALS			80,000	80,000			

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

 8-14-16

Deputy Clerk to the
Board of County Commissioners