

**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 1st 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. – 6th 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.

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 Budget
FY 2016**

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

**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	
Salaries			
(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
Total Salaries	1,100.00	80,000.00	80,000.00
FICA			
.0765 x \$16,100	1,231.65		
Total FICA	1,231.64		
Drug Testing & Background Check			
All youth will receive drug testing, physical, and background clearance	1,250.00		
per City HR policy			
Drug Testing & Background Check	1,250.00	-	