

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 08/15/07

Division: Monroe County Sheriff's Office

Bulk Item: Yes XX No

Department: Monroe County Sheriff's Office

Staff Contact Person: Val Marinello

AGENDA ITEM WORDING:

Request for expenditure from Law Enforcement Trust Fund

ITEM BACKGROUND:

N/A

PREVIOUS RELEVANT BOCC ACTION:

Have been approved in the past

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Approval

TOTAL COST:

BUDGETED: Yes No

COST TO COUNTY: **SOURCE OF FUNDS:** Law Enforcement Trust Fund

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty. OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:



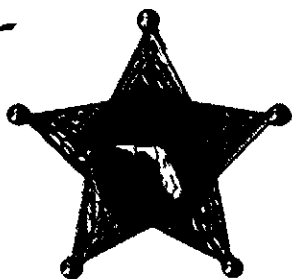
Richard D. Roth, Sheriff

DOCUMENTATION: Included XX Not Required

DISPOSITION:

AGENDA ITEM #

Sheriff



Monroe County Sheriff's Office
Richard D. Roth, Sheriff
5525 College Road
Key West, Florida 33040
(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS
www.keyssso.net

SUBSTATIONS

Freeman Substation
20950 Overseas Hwy.
Cudjoe Key, FL 33042
(305) 745-3184
FAX (305) 745-3761

Marathon Substation
3103 Overseas Hwy.
Marathon, FL 33050
(305) 289-2430
FAX (305) 289-2497

Islamorada Substation
87000 Overseas Hwy.
Islamorada, FL 33036
(305) 853-7021
FAX (305) 853-9372

Roth Building
50 High Point Road
Tavernier, FL 33070
(305) 853-3211
FAX (305) 853-3205

DETENTION CENTERS

Key West Det. Center
5501 College Road
Key West, FL 33040
(305) 293-7300
FAX (305) 293-7353

Marathon Det. Facility
3981 Ocean Terrace
Marathon, FL 33050
(305) 289-2420
FAX (305) 289-2424

Plantation Det. Facility
53 High Point Road
Plantation Key, FL 33070
(305) 853-3266
FAX (305) 853-3270

SPECIAL OPERATIONS

P.O. Box 500975
Marathon, FL 33050
(305) 289-2410
FAX (305) 289-2498

AVIATION DIVISION

10100 Overseas Hwy.
Marathon, FL 33050
(305) 289-2777
FAX (305) 289-2776

COMMUNICATIONS

2796 Overseas Hwy.
Marathon, FL 33050
(305) 289-2351
FAX (305) 289-2493

July 19, 2007

Mr. Tom Willi, County Administrator
Gato Building
1100 Simonton Street
Key West, Florida 33040

RE: Agenda Item – Request for Expenditures from Law Enforcement
Trust Fund

Dear Mr. Willi:

I would like to request that the Commission authorize the following
expenditures from the Law Enforcement Trust Fund:

\$ 40,000.00 Summer Recreation Program – To help provide a safe and nurturing
environment in our schools for the children to spend their summers. Juvenile
crimes increase during the summer and this program can be categorized as a
crime prevention program.

TOTAL: \$ 40,000.00

I hereby certify that these expenditures are lawful pursuant to the Florida
Contraband Act. There will be no recurring expenses in the existing budget.

Please feel free to contact my General Counsel, Mark L. Willis, or me
should you have any questions or concerns regarding this request.

Very truly yours,

Richard D. Roth
Sheriff of Monroe County

RDR/vam



MCSO

JUN - 5 2007

INTERLOCAL AGREEMENT
Pursuant To
Florida Interlocal Cooperation Act of 1969
(Chapter 163, Florida Statutes)

Agreement effective the 11th day of June, 2007, at Key West, Monroe County, Florida, by and between the School District of Monroe County, Florida (hereinafter the District), and the Sheriff's Office of Monroe County, Florida (hereinafter the Sheriff's Office).

Whereas, the District, and the Sheriff's Office desire to provide summer recreational opportunities and services to the youth of Monroe County, Florida; and

Whereas, the Sheriff's Office, does not have the proper facilities or the trained employees to provide summer recreational services; and

Whereas, the District has facilities and trained personnel at its disposal for use in providing summer recreational opportunities and services to the youth of Monroe County; and

Whereas, the cost of operating the summer recreational program should be shared between the Sheriff's Office, and the District;

Whereas, the Sheriff's Office, and the District are the fiscal agents and the District is the administrating agent;

Now, therefore the Sheriff's Office, and the District hereby agree as follows:

1. **SERVICES TO BE PROVIDED** - The District agrees to provide supervised recreational programs during the time periods specified and consisting of the activities described, in Schedule A attached hereto. The program sites for provision of these programs shall be as described in the Schedule B hereto.
2. **TRANSPORTATION OF YOUTH** - The District, utilizing District-owned school buses, shall provide transportation opportunities to and from scheduled off-site program locations, as well as to and from the program sites. Pick-up locations and time shall be in accordance with Schedule C hereto.
3. **SUPERVISION OF PROGRAM ACTIVITIES** - The District, utilizing as much as possible district employees, shall provide Program Instructors and Instructor Aides to supervise participants and provide instructional and training activities.
4. **EQUIPMENT AND SUPPLIES** - The District shall be responsible for purchasing the necessary equipment, games and materials, and consumable supplies required for program activities, and the District shall be responsible for storage and distribution of said items as required. The Sheriff's Office will reimburse the District for all equipment and supplies purchased. Subject to limit on the Sheriff's total financial obligation of \$40,000 stated in paragraphs 7 and 8 of this agreement. In no event will the Sheriff's

Office be obligated to pay more than \$40,000 as a result of this agreement.

5. **FACILITIES OPERATION** - The District shall be responsible for providing on-site program clerical assistance and informational services during the program's operation hours, and shall have telephonic resources available for both in coming and out going calls.
6. **FIRST AID FACILITIES AND PERSONNEL** - The District, at each program site, shall have available sufficient first aid supplies required for use in attending to minor injuries. Additionally, first aid trained personnel shall be available for attending to minor injuries as may be required.
7. **COMPENSATION TO PROGRAM PERSONNEL:** The District shall be responsible for determining the amounts of compensation, and times for payments, of Instructor Aides, School Bus Operators, and other personnel providing services under this Agreement, District Worker's Compensation coverage through its Insurance Program for these personnel. The director, instructors or instructor aides who are school board employees during the regular school year shall be employed by the District as temporary employees and paid a stipend in accordance with District payroll time periods and procedures. Those employees not employed by the District during the regular school year will be employed through contracted services. The Monroe County Sheriff's Office has agreed to reimburse the District \$40,000.00. The District will submit an invoice with supporting documentation to the Monroe County Sheriff's Office, Finance Department, 5525 College Road, Key West, Florida 33040.
8. **INVOLVEMENT OF THE SHERIFF'S OFFICE:** The Sheriff's Office sole involvement in the performance of this agreement is to reimburse the District at the completion of the program. The Sheriff's Office and the District specifically agree that the District shall be solely responsible for the planning, operation, supervision, control and direction of the program and services contemplated under this Agreement. The intent of this section is that the Sheriff's Office shall only be considered to be a supplier of funds and not an active participant in the performance of the District's obligations under this agreement. The Sheriff's Office will allocate \$40,000.00 to partially fund the 2007 Summer Recreation Program. The Summer Recreation program will run 19 days from June 11th through July 6th.
9. **ACCOUNTING AND INSPECTION** - District shall be responsible for receiving, generating and maintaining documentation in such form and content as may be required by the Office of the Auditor General of Florida in accordance with generally accepted accounting practices. The District shall, from time to time, provide the Sheriff's Office with copies of such documentation and shall permit access by agents or employees of The Sheriff's Office to the books, charts of accounts, and other documents relative to this agreement. The District agrees to assign unique and distinct Project Accounting codes for expenditures made pursuant to this Agreement.
10. **CONSIDERATION** - As consideration for this Agreement, the Sheriff's Office, agrees that (1) the Sheriff's Office will not compete with the District by providing organized

Summer Youth Recreation Programs and (2) the Sheriff's Office shall, upon the conclusion of the Summer Youth Recreation Program and within thirty (30) days of the receipt of a complete and correct invoice from the District, pay to the District the sum of all invoices for reimbursement of actual cost to the Summer Youth Program.

11. **USE OF FUNDS** - The District shall expend the funds received hereunder in accordance with Schedule D attached hereto.
12. **NON-RELIANCE BY NON-PARTIES** - No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third party claim or entitlement to or benefit of any service or program contemplated hereunder, and the District, and Sheriff's Office agree that neither the District nor the Sheriff's Office, or its employees shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals have entitlement or benefits under this Agreement separate and apart, inferior to, or Superior to the community in general or the general target population contemplated in this Agreement.
13. **DISTRICT RESERVATION OF RIGHT TO MODIFY** - The District reserves the right to modify from time to time any of the services or programs contemplated hereunder, but such modifications shall not operate or have the effect of resulting in non-performance of any of the obligations of the District hereunder, nor result in a re-alignment of budget categories for expenditures in an amount in excess of ten percent (10%) of the cash consideration as a whole received from the Sheriff's Office.

**THE DISTRICT SCHOOL BOARD OF
MONROE COUNTY, FLORIDA**

(SEAL)

BY:



Andy Griffiths, Chair

ATTEST:

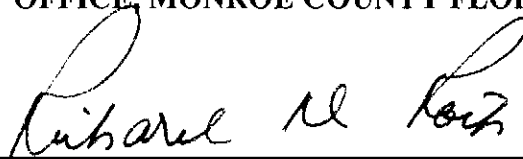


Randy Acevedo, Superintendent

**THE MONROE COUNTY SHERIFF'S
OFFICE, MONROE COUNTY FLORIDA**

(SEAL)

BY:



Richard Roth, Sheriff

SCHEDULE A

SUMMER RECREATION ACTIVITIES

(June 11 - July 6 - 5 day per week for 19 days)

A. *Sports Activities*

- | | | |
|----------------|----------------------|----------------------|
| 1. Aerobics | 7. Creative Movement | 13. Snorkeling |
| 2. Baseball | 8. Football | 14. Softball |
| 3. Basketball | 9. Gymnastics | 15. Soccer |
| 4. Board Games | 10. Weightlifting | 16. Track & Field |
| 5. Bowling | 11. Kickball | 17. Wrestling -- TBA |
| 6. Boating | 12. Roller Skating | |

B. *Arts and Crafts Activities*

- | | | |
|----------------------------|----------------------|-------------------------|
| 1. Beach Buckets | 13. Macaroni Designs | 25. Story Telling |
| 2. Bubble Making | 14. Magic Tricks | 26. Story Telling |
| 3. Ceramics | 15. Mirroring | 27. Stuffed Fish |
| 4. Collage | 16. Movies | 28. Styrofoam Collages |
| 5. Coral Reef Filmstrips | 17. Outside Games | 29. Tempera Painting |
| 6. Dough Art | 18. Pantomime | 30. Textural Painting |
| 7. Flying Machines (paper) | 19. Paper Weaving | 31. Tinfoil Sculptures |
| 8. Group Games | 20. Potato Prints | 32. Tissue Pictures |
| 9. Hand Puppets | 21. Pottery | 33. Underwater Drawings |
| 10. Indian prints | 22. Printing | 34. Water Colors |
| 11. Joke Telling | 23. Sand Painting | 35. Weed Weaving |
| 12. Kites | 24. Scavenger Hunts | 36. Woven Mobiles |

C. *Computer Related Activities*

D. *Reading Related Activities*

E. *Boating Safety*

SCHEDULE B

SUMMER RECREATION ACTIVITIES

(June 11 - July 6 – 5 days per week for 19 days)

Program Sites

Key West High School Stadium

Poinciana Elementary School

Sugarloaf Elementary/Middle School

Marathon Middle/High School

Plantation Key Elementary/Middle School (Includes Key Largo School)

SCHEDULE C

SUMMER RECREATION ACTIVITIES

(June 11- July 6 – 5 days per week for 19 days)

Bus Transportation Schedule

Upper Keys/Middle Keys - The children that attend summer recreation programs at Plantation Elementary/Middle School, or Marathon Middle/High School will be transported to and from the center by regular summer school buses. The same procedure will be used to take the children home in the afternoon.

Lower Keys - The same arrangements as in the upper keys will be used at Sugarloaf Elementary/Middle School.

Key West - The Key West area children will also be transported to and from Gerald Adams School by the regular summer school buses.

SCHEDULE D

SUMMER RECREATION ACTIVITIES

(June 11 - July 6– 5 days per week for 19 days)

Funding Expenditures

Key West Area	-	\$15,000.00
Sugarloaf Area	-	\$5,000.00
Marathon Area	-	\$5,000.00
Upper Keys Area	-	\$15,000.00
Total	-	\$40,000.00