

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 5/15/2007

Consent

Regular

Ordinance

Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: a) the first amendment to the Weed and Seed Interlocal Agreement with the City of Riviera Beach (R2005-2435), dated December 20, 2005 to extend the Weed and Seed contract period from May 1, 2007 to September 30, 2007 and to increase the amount of the agreement by an additional \$39,253, and b) a Budget Transfer of \$39,253 in the Criminal Justice Reserve Fund 1507.

SUMMARY: In FY2006, the Board of County Commissioners (BOCC) approved a contract with the City of Riviera Beach to provide \$100,000 to support the Weed and Seed "seeding" efforts for the period October 1, 2005 – April 30, 2007. The Criminal Justice Commission (CJC) recommends the use of an additional \$39,253 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2007. Countywide (DW)

BACKGROUND AND JUSTIFICATION: Since its inception in 1993, the City of Riviera Beach, Florida (the City) has supported the Weed and Seed effort. The City, after receiving ten years of federal funding totaling over three million dollars, has "graduated" and is no longer eligible for federal funding.

The City recognizes the impact that Weed and Seed has had on the community and wishes to continue to support this resident-driven program. The City commits to continuing the effort by funding the law enforcement, community policing, neighborhood restoration, and administrative efforts. The BOCC is being asked to approve an additional \$39,253 to continue "seeding" efforts and to extend the contract period to September 30, 2007. "Seeding" efforts consist of a variety of services focusing on the youth in the geographic area that are served through the Lindsey Davis Safe Haven. The Lindsey Davis Safe Haven is located in the heart of the Riviera Beach Weed and Seed area. Services include after-school and summer camp personnel, FCAT enhancements, and a collaborative prisoner re-entry program.

Attachments:

1. 1st Amendment to the Interlocal Agreement (2 originals)
2. Budget Transfer (Fund 1507)

Recommended by: _____

Department Director (Final 3)

Date

4/20/07

Approved by: _____

Assistant County Administrator

Date

5/7/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>39,253</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>39,253</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item In Current Budget?	Yes _____	No <u>X</u>			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	

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

Criminal Justice Reserve Fund (1507) - \$39,253

C. Departmental Fiscal Review: *Jm* 4-19-07

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

Jm 5-3-07
 OFMB *ms CN 5/24/07*
5/2/07

John J. Farrell 5/4/07
 Contract Development & Control
5/3/07

B. Legal Sufficiency:

[Signature] 5/7/07
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Departmental Review:

07 - 1009

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX -767-031507*1214

Fund 1507 Criminal Justice Reserve Fund

Use this form to provide budget for items not anticipated in the budget.

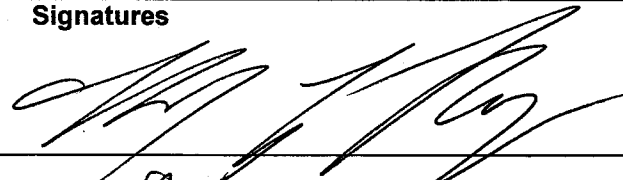
ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/1/07	REMAINING BALANCE
Expenditures								
1507-767-7607-8101	Contributions Other Governmental Agency	150,000	123,446	39,253	0	162,699	123,446	37,253
1507-820-9901-9902	Operating Reserves	783,192	520,434	0	39,253	481,181	0	481,181
Total Appropriations & Expenditures				<u>39,253</u>	<u>39,253</u>			

Signatures

Date

By Board of County Commissioners

Criminal Justice Commission



4-19-07


At Meeting of

May 15, 2007

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

ms
5/2/07



5-3-07

Deputy Clerk to the
 Board of County Commissioners

OFMB Department - Posted

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT, dated this _____ day of _____, 2007, to the Agreement (R2005-2435) of December 20, 2005, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the CITY of Riviera Beach, a municipality located in Palm Beach County, Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement of December 20, 2005 under which the CITY agrees to provide or contract "seeding" efforts, as more specifically set forth in the Scope of Work of said agreement and in accordance with the resident-driven strategic plan; and

WHEREAS, the COUNTY has agreed to provide support to the Riviera Beach Weed and Seed "seeding" efforts; and

WHEREAS, the term of said Agreement is from December 20, 2005 through April 30, 2007 for an amount not to exceed \$100,000; and

WHEREAS, the parties mutually desire to extend the Agreement end date from April 30, 2006 to September 30, 2007 and increase the dollar amount of the agreement by an additional \$39,253; and

WHEREAS, the COUNTY agrees to reimburse the CITY from Criminal Justice Reserve Funds.

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

1. The term of the Agreement is amended to provide that the Agreement shall continue until September 30, 2007.
2. The CITY agrees to provide additional support to the Riviera Beach Weed and Seed "seeding" efforts as more specifically set forth in the Scope of Work as detailed in "Exhibit B" and attached hereto; and
3. Subject to the receipt of the applicable funding, the total amount to be paid by the COUNTY for the additional services for the period April 1, 2006 through September 30, 2007 under this First Amendment shall not exceed Thirty-Nine Thousand Two Hundred Fifty Three Dollars (\$39,253) from the COUNTY'S Criminal Justice Reserve Funds in accordance with the budget detailed in "Exhibit C" and attached hereto.
4. Based on the additional funding, the COUNTY's entire financial obligation shall be One Hundred Fifty Thousand Dollars (\$139,253) for the period December 20, 2005 through September 30, 2007.
5. The CITY agrees to provide, in writing, to the COUNTY written monthly

progress/activities reports of the CITY's Weed and Seed "seeding" efforts.

6. The CITY and the COUNTY shall designate one person from each organization to meet on a monthly basis to evaluate the progress of the Weed and Seed initiative. If for any reason, the COUNTY is not satisfied with the progress of the Weed and Seed initiative, the CITY agrees to resolve the progress/performance issue(s) within thirty (30) days of the date of such written notice by the COUNTY to the CITY.
7. The CITY shall bill the COUNTY on a monthly basis at the end of each month for eligible expenses. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. Invoices to the COUNTY shall include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY. Invoices received from the CITY will be reviewed and approved by the COUNTY's CJC Executive Director, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the Palm Beach County Clerk & Comptroller Finance Division.
8. Notwithstanding the forgoing, the parties agree to act in good faith in resolving any disputes as it relates to the CITY's Weed and Seed "seeding" efforts.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended. All the terms and conditions of the Agreement of December 20, 2005 as amended, are hereby confirmed and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51., this First Amendment shall not take effect until executed by the CITY and COUNTY.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene
Chairperson

CITY: Riviera Beach, FL

Witnesses:

By: William E. Wilkins
William E. Wilkins
City Manager

Inda Spencer
Inda Spencer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Criminal Justice Commission
Executive Director

REVIEWED FOR LEGAL SUFFICIENCY

CHH FOR
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-17-2007

**CITY OF RIVIERA BEACH WEED & SEED
SCOPE OF WORK
May 1, 2007 through September 30, 2007**

**After School Program at the Safe Haven
1550 West 28th Street
Riviera Beach, Florida. 33404
1-561-840-3166**

The City of Riviera Beach Weed and Seed program is targeted for all school grade levels. The program will serve approximately 100 youth annually, remaining in compliance with licensing standards with child/staff ratio and space restrictions. The hours of operation are 2:00 pm – 7:00 pm Monday through Friday. The primary focus will be to assist students with their homework, preparation for spelling and the FCAT exams. This program has been very successful in the past years and we look forward to achieving even greater success in the upcoming year.

All costs are on a reimbursement basis and monthly statements of costs will be submitted.

Personnel (PIT: G1) \$39,253.04

The staff positions will consist of a recreation – aide and two tutors who will facilitate the programs at the Weed and Seed Safe Haven. The recreation – aide position will be full-time with benefits and the tutors will be part-time.

Weed and Seed Coordinator	\$20,988.74	\$24.22 hr. x 867 hr.
Benefits	\$1,799.40	5 months
Recreation – Aide	\$9,103.50	\$10.50 hr. x 867 hr.
Benefits	\$1,470.90	5 months
Tutor	\$5,890.50	\$8.50 hr. x 693 hr.

Note: The tutor will work 3 months full-time and 2 months part-time.

