

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/19/2007

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 Delray Beach (R2005-2433), dated December 20, 2005 to extend the Weed and Seed contract period and to increase the amount of the agreement by an additional \$50,000; and **B)** a budget transfer of \$50,000 in the Criminal Justice Reserve Fund 1507.

SUMMARY: In FY2006, the Board of County Commissioners (BOCC) approved a contract with the City of Delray 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 \$50,000 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2007. District 7 (DW)

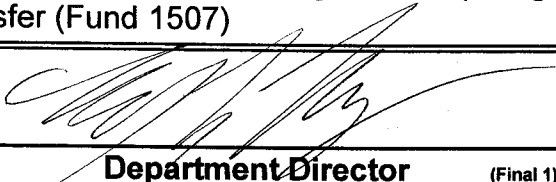
BACKGROUND AND JUSTIFICATION: Since its inception in February 2000, the City of Delray Beach, Florida (the City) has supported the Weed and Seed effort. The City, after receiving five years of federal funding totaling over one million dollars, has "graduated" and is no longer eligible for federal funding.

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 Board of County Commissioners is being asked to approve \$50,000 for "seeding" efforts. "Seeding" efforts consist of a variety of services focusing on the youth in the geographic area that are served through the Pompey Park Safe Haven. Pompey Park is located in the heart of the Delray Beach Weed and Seed area. Services include FCAT enhancements, a collaborative re-entry program, community training, and support to the Delray Youth Vocational School.

Attachments:

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

Recommended by: _____


Department Director (Final 1)

5-23-07
Date

Approved by: _____


Assistant County Administrator

6-7-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>50,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>50,000</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) - \$50,000

C. Departmental Fiscal Review: *[Signature]* 5/22/07

III. REVIEW COMMENTS

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

[Signature] 6/7/07
 OFMB *ms CN 5/30/07 5/24/07*

[Signature] 6/6/07
 Contract Development & Control
Edna 6/4/07

B. Legal Sufficiency:

This amendment complies with our review requirements.

 Assistant County Attorney

C. Other Departmental Review:

07 - 1079

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
BGEX -767-031507*1216

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 5/30/07	REMAINING BALANCE
Expenditures								
1507-767-7607-8101	Contributions Other Governmental Agency	150,000	212,699	50,000	0	262,699	60,321	202,378
1507-820-9901-9902	Operating Reserves	783,192	431,181	0	50,000	381,181	0	331,181
				<u>50,000</u>	<u>50,000</u>			

[Signature] 5-23-07
Signatures MICHAEL RODRIGUEZ Date

By Board of County Commissioners

Criminal Justice Commission

At Meeting of

INITIATING DEPARTMENT/DIVISION

June 19, 2007

Administration/Budget Department Approval

[Signature]
5/30/07

[Signature] 5-23-07
[Signature] 6-1-07

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 (R2005-2433) 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 Delray 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 as detailed in "Exhibit A" of said agreement and in accordance with the resident-driven strategic plan; and

WHEREAS, the COUNTY has agreed to provide support to the Delray 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 for an additional five months, until September 30, 2007 and increase the dollar amount of the agreement by an additional \$50,000; 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 Delray Beach Weed and Seed "seeding" efforts as more specifically set forth in the Scope of Work as detailed in "Exhibit B" and attached hereto.
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 May 1, 2007 through September 30, 2007 under this First Amendment shall not exceed Fifty Thousand Dollars (\$50,000) 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 (\$150,000) 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 and
legal sufficiency:

By: _____
Addie L. Greene
Chairperson

By: Janell Barton
Asst. City Attorney 5/15/07

CITY: Delray Beach, FL

Witnesses:

By: Rita Ellis
Mayor

Attest:
Cherrille D. Nubin
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: [Signature]
Criminal Justice Commission
Executive Director