

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|---|--------------|-----------------------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | <u>100,000</u> | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | <u>100,000</u> | ===== | ===== | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |
| Is Item In Current ^{Proposed} Budget? | Yes <u>X</u> | No _____ | | | |

Budget Account No: Fund 1507 Dept 767 Unit 7607 Object 8101

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

Funding from the Criminal Justice Reserve Fund is in the Proposed FY2008 Budget.

C. Departmental Fiscal Review: *Aug*

III. REVIEW COMMENTS

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

Jim Ork 9-6-07
 OFMB *SS* 9/6/07 *cnw* 9/6/07

Jim J. Faust 9/6/07
 Contract Development & Control

B. Legal Sufficiency:

[Signature] 9/6/07
 Assistant County Attorney
 Awaiting Contract Execution *[Signature]*

This amendment complies with our review requirements.

At the time of our review, the Amendment was not executed.

C. Other Departmental Review:

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND 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, as amended, is from December 20, 2005 through September 30, 2007 for an amount not to exceed \$150,000; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional year, until September 30, 2008 and increase the dollar amount of the agreement by an additional \$100,000; 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, 2008.
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 D" 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 October 1, 2007 through September 30, 2008 under this Second Amendment shall not exceed One Hundred Thousand Dollars (\$100,000) from the COUNTY'S Criminal Justice Reserve Funds in accordance with the budget detailed in "Exhibit E" and attached hereto.
4. Based on the additional funding, the COUNTY's entire financial obligation shall be Two Hundred Fifty Thousand Dollars (\$250,000) for the period December 20, 2005 through September 30, 2008.
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: Delray Beach, FL

Witnesses:

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Criminal Justice Commission
Executive Director