

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 9/11/2007

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 Belle Glade (R2005-2434), dated December 20, 2005 to retroactively extend the Weed and Seed contract period from May 31, 2007 to September 30, 2007 and to increase the amount of the agreement by an additional \$14,291, and b) a Budget Transfer of \$14,291 in the Criminal Justice Reserve Fund 1507.

**SUMMARY:** In FY2006, the Board of County Commissioners (BOCC) approved a contract with the City of Belle Glade to provide \$38,000 to support the Weed and Seed "seeding" efforts for the period December 1, 2005 – May 31, 2007. The Criminal Justice Commission (CJC) recommends the use of an additional \$14,291 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2007. District 6 (DW)

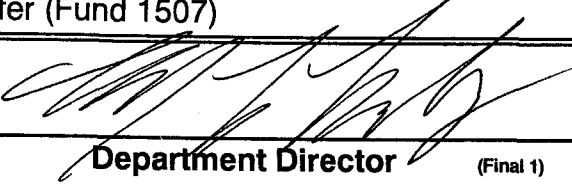
**BACKGROUND AND JUSTIFICATION:** Since its inception in 2002, the City of Belle Glade, Florida (the City) has supported the Weed and Seed effort. The Program serves a number of families that reside in the targeted area along with youth from all age groups. The City's Weed and Seed Coordinator salary is funded through an Interlocal Agreement between the City and Palm Beach County through May 31, 2007. Beginning October 1, 2007, the Coordinator's salary will be funded through the City's Community Development Block Grant.

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 \$14,291 for administrative costs and to extend the contract period to September 30, 2007. Administrative costs include a full-time, qualified coordinator needed to oversee the implementation of the Weed and Seed strategy.

**Attachments:**

1. 1<sup>st</sup> Amendment to the Interlocal Agreement (1 original, 1 copy)
2. Budget Transfer (Fund 1507)

Recommended by:

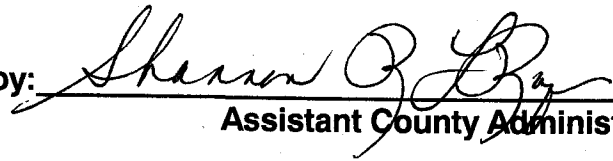


Department Director (Final 1)

8-22-07

Date

Approved by:



Assistant County Administrator

8-30-07

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>14,291</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>14,291</u></b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
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) - \$14,291

**C. Departmental Fiscal Review:** mg 8/17/07

**III. REVIEW COMMENTS**

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

Jim DeL... 8-29-07  
OFMB 8/29/07

Ann J. Sweet 8/30/07  
Contract Development & Control  
8/30/07

**B. Legal Sufficiency:**

[Signature] 8/30/07  
Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Departmental Review:**

\_\_\_\_\_

## **FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT**, dated this 2nd day of October, 2007, to the Agreement (R2005-2434) 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 Belle Glade, 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 Belle Glade Weed and Seed "seeding" efforts; and

**WHEREAS**, the term of said Agreement is from December 20, 2005 through May 31, 2007 for an amount not to exceed \$38,000; and

**WHEREAS**, the parties mutually desire to extend the Agreement for an additional four months, until September 30, 2007 and increase the dollar amount of the agreement by an additional \$14,291; 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 Belle Glade Weed and Seed "seeding" efforts as more specifically set forth in the Scope of Work as detailed in "Exhibit C" 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 June 1, 2007 through September 30, 2007 under this First Amendment shall not exceed Fourteen Thousand Two Hundred Ninety One Dollars (\$14,291) 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 Fifty Two Thousand Two Hundred Ninety One Dollars (\$52,291) 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 checks, 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 the 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 foregoing, 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

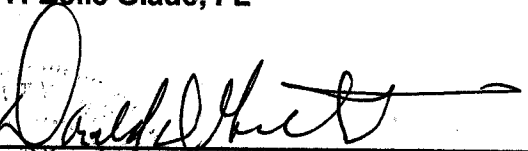
**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

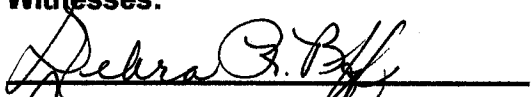
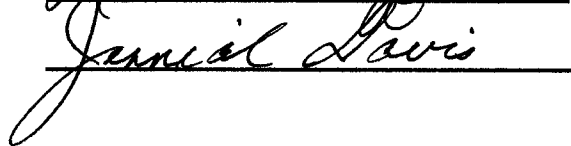
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene  
Chairperson

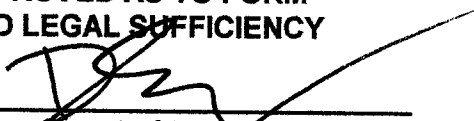
**CITY: Belle Glade, FL**

**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

## **CITY OF BELLE GLADE WEED & SEED SCOPE OF WORK**

**June 1, 2007 through September 30, 2007**

**224 SW 5<sup>th</sup> St.  
Belle Glade, Florida. 33404  
561-996-4220**

The City of Belle Glade Weed and Seed program is targeting all grade levels. The program will serve approximately 60 unduplicated youth annually, remaining in compliance with licensing standards with child/staff ratio and space restrictions. The hours of operation are 9:00 am – 6:00 pm Monday through Friday and some Saturdays. The primary focus will be to assist the families within the Weed and Seed community holistically. This program has been very successful in the past years and we look forward to achieving even greater success in the upcoming year with the Criminal Justice Commission support.

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

<b>Personnel</b>	<b><u>\$14,290.80</u></b>
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The staff positions will consist of a Weed and Seed Coordinator with benefits, and a Safe Haven Manager which is funded through the Community Capacity Development Office Weed and Seed federal grant.

Weed and Seed Coordinator Salary	(\$18.82 hr. x 640hrs)	\$12,044.80
Fringe Benefits:		
FICA taxes	(12,044.80 x 6.2%)	\$746
Medicare	(12,044.80 x 1.45%)	\$174
Pension	(12,044.80 x 10.75%)	\$1295
Worker's Compensation	(12,044.80 x .255/100)	\$ 31
<b>TOTAL</b>		<b><u>\$14,290.80</u></b>

CITY OF BELLE GLADE  
WEED AND SEED  
PROGRAM BUDGET ANALYSIS

EXPENSE	DESCRIPTION	AMOUNT	DETAIL
Personnel	Weed and Seed Coordinator	\$ 12,044.80	\$18.82 hr. x 640hrs
	Fringe Benefits:		
	FICA taxes	\$ 746.00	12,044.80 x 6.2%
	Medicare	\$ 174.00	12,044.80 x 1.45%
	Pension	\$ 1,295.00	12,044.80 x 10.75%
	Worker's Compensation	\$ 31.00	12,044.80 x .255/100
TOTAL		\$ 14,290.80	

07-1368


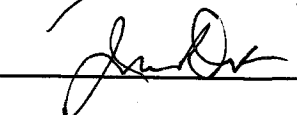
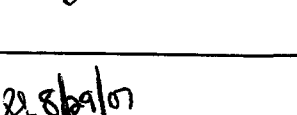
**BUDGET TRANSFER**  
**BOARD OF COUNTY COMMISSIONERS**  
**PALM BEACH COUNTY, FLORIDA**

Fund 1507 Criminal Justice Reserve Fund

Advantage Document Numbers:  
BGEX-767-061307\*1810

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 8/29/07	REMAINING BALANCE
<b>Expenditures</b>								
1507-767-7607-8101	Contributions Other Governmental Agency	150,000	262,699	14,291	0	276,990	123,445	153,545
1507-820-9901-9902	Operating Reserves	783,192	381,181	0	14,291	366,890	0	366,890
<b>Total Appropriations &amp; Expenditures</b>				<u>14,291</u>	<u>14,291</u>			

	<b>Signatures</b>	<b>Date</b>	
<b>Criminal Justice Commission</b>		8-29-07	<b>By Board of County Commissioners</b>
<b>INITIATING DEPARTMENT/DIVISION</b>		8-29-07	<b>At Meeting of</b> 9/11/07
<b>Administration/Budget Department Approval</b>			<b>Deputy Clerk to the</b> <b>Board of County Commissioners</b>
<b>OFMB Department - Posted</b>	