

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 12/4/2007

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: the second amendment to the Interlocal Agreement with the City of Riviera Beach (R2005-2435), dated December 20, 2005 to extend the agreement period and to increase the amount of the agreement by \$100,000.

SUMMARY: In FY2006, the Board of County Commissioners (BOCC) approved an agreement 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 Agreement has expired. The Criminal Justice Commission (CJC) recommends the use of an additional \$100,000 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to establish a new agreement period from October 1, 2007 to September 30, 2008. District 7 (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 \$100,000 to continue "seeding" efforts. The agreement period is October 1, 2007 to September 30, 2008. "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 youth are ages 5-12 that are not currently served by any other program within the Weed and Seed area. 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. 2nd Amendment to the Interlocal Agreement (1 original)

Recommended by: [Signature] 9-25-07
Department Director (Final 1) Date

Approved by: [Signature] 10/9/07
Assistant County Administrator Date

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT, dated this 1st day of October, 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 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 Riviera Beach Weed and Seed "seeding" efforts which shall be located under the direction and in the office of the City Manager; 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 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 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 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 C" and attached hereto.
4. Based on the additional funding, the COUNTY's entire financial obligation shall be Two Hundred Thirty-Nine Thousand and Two Hundred Fifty-Three Dollars (\$239,253) 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: Riviera Beach, FL

Witnesses:

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

Barbara Stachura
Dorothy P. Mitchell

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Criminal Justice Commission
Executive Director

REVIEWED FOR LEGAL SUFFICIENCY
Janet H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/19/07

**CITY OF RIVIERA BEACH
WEED AND SEED
PROGRAM BUDGET ANALYSIS**

EXPENSE	DESCRIPTION	AMOUNT	DETAIL
Personnel	Weed and Seed Coordinator	\$53,040	Salary @ \$25.50 hr. x 2080
	Benefits	\$11,313	Dental, Health, Life, FICA etc.
	Program-Aide	\$21,840	Salary @ \$10.50 hr. x 2080
	Benefits	\$8,630	Dental, Health Insurance etc.
	After School Tutor	\$4,420	Salary at \$8.50 hr. x 520 (6months)
	Benefits	\$338	FICA
Travel	Conferences, Trainings	\$419	Hotel, Meals and Transportation
Total	Scope of Work	\$100,000	

Exhibit B