

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 10/07/2008 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 third amendment with the City Riviera Beach (R2005-2435), for \$100,000 for the contract period from October 1, 2008 to September 30, 2009 to support the City of Riviera Beach "Weed and Seed efforts".

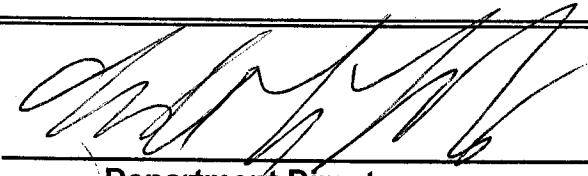
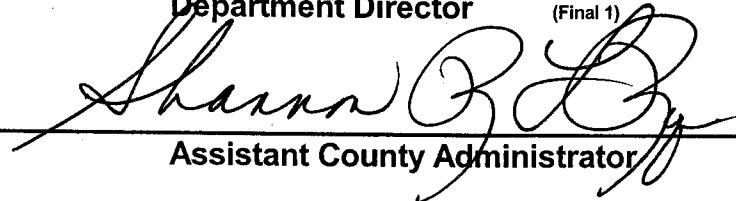
SUMMARY: The Criminal Justice Commission (CJC) recommends the use of \$100,000 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2009. District 7 (DW)

BACKGROUND AND JUSTIFICATION: Since its inception in 1990 as the first Weed and Seed Site, the City of Riviera Beach, has supported the Weed and Seed effort. The City, after receiving more than 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 Board of County Commissioners is being asked to approve \$100,000 for "seeding" efforts. "Seeding" efforts consist of a variety of services focusing on the youth in the geographic area that are served through the City's Safe Haven locations. The primary Safe Haven is located at Lindsey Davis Community Center. Services include neighborhood improvement, after school programs for children ages 5-12, FCAT enhancement, summer camps including Drug Education for Youth Camp (DEFY), parenting classes, management of the neighborhood advisory board, and staff salaries.

Attachments:

- 1. 3rd Amendment to the Interlocal Agreement (2 originals)

Recommended by:  9-17-08
Department Director (Final 1) Date
Approved by:  10/3/08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2009	2010	2011	2012	2013
CAPITAL EXPENDITURES					
OPERATING COSTS	<u>100,000</u>				
EXTERNAL REVENUES					
PROGRAM INCOME (County)					
CASH MATCH (County)					
NET FISCAL IMPACT	<u>100,000</u>				
# OF ADDITIONAL FTE POSITIONS					
IS ITEM IN CURRENT BUDGET?	YES <u>X</u>		NO _____		

BUDGET ACCOUNT NO.: FUND 1507 AGENCY 767 ORG. 7607 OBJECT 8101

B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

Criminal Justice Reserve Funds (1507)

C. DEPARTMENTAL FISCAL REVIEW: ms 9/12/08

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

atwillhite 9.19.08
 OFMB 9/17/08 pm 9/16/08 cd 9/16/08

Jim J. Jacobson 10/13/08
 CONTRACT ADMINISTRATION E. Jones 10/2/08

This amendment complies with our review requirements.

B. LEGAL SUFFICIENCY:

[Signature] 10/2/08
 ASSISTANT COUNTY ATTORNEY

C. OTHER DEPARTMENT REVIEW:

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT, dated this ____ day of _____, 2008, 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 "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 parties mutually desire to extend the Agreement for an additional year, until September 30, 2009 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 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, 2009.
2. The CITY agrees to provide additional support to the CITY'S 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, 2008 through September 30, 2009 under this Third 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 funding, the COUNTY's entire financial obligation shall be \$100,000 for the period October 1, 2008 - September 30, 2009.
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 registers, 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 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 Third 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 Agreement 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:

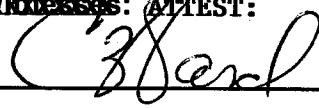
By: _____
Deputy Clerk

By: _____
Addie L. Greene
Chairperson

CITY: Riviera Beach, FL

~~Witnesses:~~ ATTEST:

By: 
Thomas Masters, Mayor

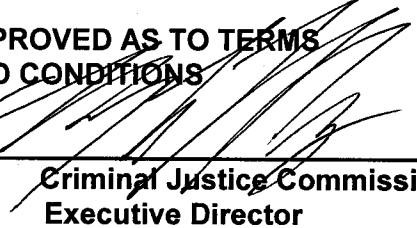

Carrie E. Ward, MMC, City Clerk

By: _____
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Criminal Justice Commission
Executive Director