

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 10/21/2008       Consent       Regular  
     Ordinance       Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION  
 Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

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I. EXECUTIVE BRIEF

**MOTION AND TITLE:** Staff recommends motion to approve: the third amendment with the City of Delray Beach (R2005-2433), for \$100,000 for the contract period from October 1, 2008 through September 30, 2009 to support the City Of Delray Beach "Weed and Seed efforts".

**SUMMARY:** The Criminal Justice Commission 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 February 2000, the City of Delray Beach (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 \$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 Safe Haven sites located at Pompey Park, Pine Grove Elementary School, and the Community Center. These sites are located in the heart of the Delray Beach Weed and Seed area. Services include FCAT enhancements, a collaborative re-entry program, community training, support to the Delray Youth Vocational School, Atlantic High School Criminal Justice Academy, Community events, and other miscellaneous services associated with "seeding," and neighborhood improvement.

**Attachments:**

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

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Recommended by:  10-15-08  
    Department Director      (Final 1)      Date

Approved by:  10/16/08  
    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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<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: MJS 10/10/08

**III. REVIEW COMMENTS**

**A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:**

Adwellhite 10-15-08  
 OFMB  
 DM 10-15-08  
 CW 10/15/08

[Signature] 10/15/08  
 CONTRACT ADMINISTRATION  
 This amendment complies with our review requirements.

**B. LEGAL SUFFICIENCY:**

[Signature] 10/17/08  
 ASSISTANT COUNTY ATTORNEY

**C. OTHER DEPARTMENT REVIEW:**

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### THIRD AMENDMENT TO INTERLOCAL AGREEMENT

**THIS THIRD AMENDMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2008, 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 "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 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 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.
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 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 One Hundred Thousand Dollars (\$100,000) for the period October 1, 2008 through 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 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:

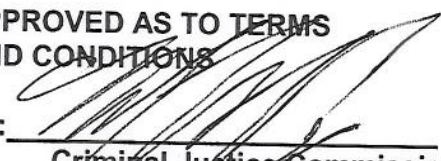
By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Criminal Justice Commission  
Executive Director