

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: the third amendment with the City of West Palm Beach (R2007-0706), for \$100,000 for the contract period from October 1, 2008 to September 30, 2009 to support the City of West Palm Beach "Weed and Seed efforts".

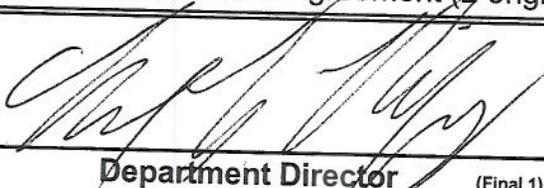
SUMMARY: The Criminal Justice Commission (CJC) recommends the use of \$100,000 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2009. District 7 (DW)

BACKGROUND AND JUSTIFICATION: Since its inception in 1996, the City of West Palm Beach, Florida (the City) 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 five Safe Havens (Safe Haven). The Safe Havens include the Pleasant City Multi-Cultural Center, the West Palm Beach Police Athletic League Activities Building, the Florence DeGeorge Boys and Girls Club, the Vickers House North and the Salvation Army Northwest Community Center and are located in the heart of the West Palm Beach Weed and Seed area. Services include after-school and summer camp personnel, FCAT enhancements, and a collaborative prisoner re-entry program.

Attachments:

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

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)	_____	_____	_____	_____	_____
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:

mg 9/17/08

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

atwillhite 9.19.08
 OFMB 9/17/08 ma-10/8 ca/11/08

Dr. J. J. [Signature] 10/12/08
 CONTRACT ADMINISTRATION to Jans 10/2/08

This amendment complies with our review requirements.

B. LEGAL SUFFICIENCY:

[Signature] 10/17/08
 ASSISTANT COUNTY ATTORNEY

C. OTHER DEPARTMENT REVIEW:

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT, dated this ____ day of _____, 2008, to the Agreement (R2007-0706) of May 1, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the city of West Palm Beach, a municipality located in Palm Beach County, Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement 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 West Palm 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 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 West Palm Beach 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 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 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

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 May 1, 2007, 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 Second 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

By: _____
 Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
 Addie L. Greene, Chairperson

ATTEST:

By: _____
 City Clerk

CITY OF WEST PALM BEACH, FL
 By: _____
 Mayor

APPROVED AS TO TERMS
AND CONDITIONS
 By: _____
 Michael L. Rodriguez, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
 By: _____
 County Attorney

City Attorney's Office
 approved as to form
 and legal sufficiency
 By: _____
 Date: 9/22/08

Weed and Seed

2008-09

A Project of the West Palm Beach Police Department

Exhibit A

Mission: To coordinate city resources with federal, state, local governments and other key interest groups to develop revitalization strategies in targeted communities while reducing and or eliminating criminal activity.

Goals, Objectives, and Tasks:

1) Reduce crime by 5% annually

- A). Increase surveillance in the target area
 - a. Conduct undercover surveillance
 - b. Conduct undercover drug-buys
 - c. Increase partnerships with residents
- B). Reduce recidivism by supporting ex-offenders' successful return to the community
 - a. Continued funding support of the Offender Re-Entry Initiative (*annually*)
 - b. Contract monitoring of provider, Goodwill, (*ongoing, monthly*)
 - c. Enhance Job Training programs and Career Fairs that take place at the Vickers House
 - d. Facilitate partnerships between Provider, Goodwill, and the community
- C). To provide resources to programs serving at-risk youth
 - a. Support Urban Youth Impact, the City of West Palm Beach Police Athletic League, Salvation Army, the Boys and Girls Club and the Urban League in increasing the percentage of participating youth who remain crime-free (measure crime stats *annually*).
 - c. Link providers with training on new best-practice strategies for helping at-risk populations (*target date: Dec. 2009*)
 - d. Provide funding for educational enrichment and supports for programs serving at-risk youth (*annually*).

2) Increase revenue by 20% annually

- A. Determine best organizational structure for procurement of funds
 - a. Research additional funding options
 - b. Identify resources and partnerships, i.e. attend community meetings and review grant postings (*ongoing, annually*)
 - c. Research, write & submit grant proposals (*ongoing, annually*)
 - d. Maintain current funding, complete required reports and follow required procedures. (*ongoing, reports Quarterly*)

3) Enhance community wellness

- A). Staff & support resident-driven boards
- B). Identify and coordinate local resources
 - a. Participate in local meetings (*monthly*)
 - b. Research & explore new programming options (*as needed*)
- C). Identify and prioritize community needs, develop & implement appropriate programming
 - a. Conduct periodic community surveys (*every 3 years*)

- b. Steering Committee members will continue to provide linkages with residents and updates on areas of need (*bi-monthly*)
- D). Promote project successes and educate community about resources to elicit community support
 - a. Analyze program data (*ongoing*)
 - b. Update and develop presentations and reports to reflect current data (*at least annually*)
 - c. Schedule and conduct presentations
 - d. Provide information to the media (including local newsletters) (*as requested or appropriate*)

Suggested Priorities:

- 1) Meeting reporting requirements of funding source
- 2) Ongoing programs, with a Criminal Justice emphasis, which have a lasting, long-term impact on the improvement of the community, such as:
 - a. Ex-Offender Re-entry
 - b. Urban Youth Impact
 - c. Police Athletic League
 - d. Urban League
 - e. Salvation Army
- 3) Development
 - a. Identification of community needs
 - b. New program development/ research
 - c. Leadership training of residents
 - d. Facilitating civic engagement of residents from the targeted neighborhoods

Exhibit B

BUDGET DETAIL

2008-09

CONTRACTS

<u>Item</u>	<u>Service to be Procured</u>	<u>Cost</u>
Urban Youth Impact Tutorial Program	Offset Costs for Tutorial Program	\$12,000
PAL Programming	Offset costs for two Part-Time Employees	\$19,200
Summer Work Program	Teen Community Services	\$15,000
Salvation Army	Offset costs for Music Ed. Program and Security	\$13,320
Gulfstream Goodwill	Offset costs associated with Re-Entry Program	\$25,000
3 rd and Division	Offset costs associated with Youth Mentoring	\$ 5,000
Urban League of PBC	Offset costs of Youth Job Training	\$ 5,000
Pleasant City Multi-Cultural Center	Recreation Equipment	\$ 1,000
Boys and Girls Club	Literacy Program	\$ 1,800
TOTAL		\$ <u>97,320</u>

TRAVEL AND TRAINING

<u>Purpose of Travel</u>	<u>Computation</u>	<u>Cost</u>
Weed and Seed Related Workshops and Conferences		
1) Regional Meeting: 1 Person @ \$670/trip x 4 trips		\$ 2,680
Airfare	Round Trip not to exceed = \$230	
Hotel	\$106.67/night x 3 nights = \$320	
Per Diem	\$40/day x 3 days = \$120	
Total	\$670	
	TOTAL	\$ <u>2,680</u>

TOTAL COSTS 100,000