

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 02/15/2011 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 Fifth Amendment to the Interlocal Agreement with the City Riviera Beach (R2005-2435), for \$57,541 for the period from October 1, 2010, to September 30, 2011 to support the City of Riviera Beach "Weed and Seed" efforts .


SUMMARY: The Criminal Justice Commission (CJC) recommends the use of \$57,541 from the Criminal Justice Reserve Fund for the continuation of "seeding" services and to extend the existing contract period to September 30, 2011. District 7 (GB)

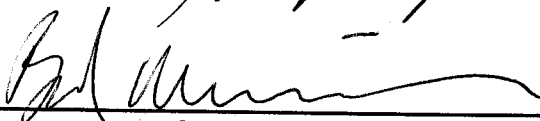
BACKGROUND AND JUSTIFICATION: Since its inception in 1990 as the first Weed and Seed Site, the City of Riviera Beach, has supported the Weed and Seed effort. The City, after receiving more than ten years of federal funding totaling over three million dollars, has "graduated" and is no longer eligible 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 \$57,541 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. 5th Amendment to the Interlocal Agreement (2 originals)

Recommended by:  1/2/11
 Department Director (Final 1) Date

Approved by: 
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2011	2012	2013	2014	2015
CAPITAL EXPENDITURES					
OPERATING COSTS	<u>57,541</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>57,541</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES <u>X</u>		NO _____		

BUDGET ACCOUNT NO.: FUND: 0001 AGENCY 1505 ORG. 767/7607/8101 OBJECT \$150,000
762/7670/8101 → \$7,541

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

C. DEPARTMENTAL FISCAL REVIEW: _____

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

OFMB [Signature] 1/25/2011
 JB 1/25/11
 SW 1/25/11
 [Handwritten notes: 1/21/11, 1/22/11, 1/23/11, 1/24/11, 1/25/11]

CONTRACT ADMINISTRATION [Signature] 1/26/11
 G. Jones 1/26/11

This amendment complies with our review requirements.

B. LEGAL SUFFICIENCY:
[Signature] 1/31/11
 ASSISTANT COUNTY ATTORNEY

C. OTHER DEPARTMENT REVIEW:

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIFTH AMENDMENT, dated this 1st day of October, 2010, 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, 2011 and increase the dollar amount of the agreement by an additional \$57,541; 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, 2011.
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 A" 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, 2010 through September 30, 2011 under this Fifth Amendment shall not exceed Fifty Seven Thousand, Five Hundred and Forty One Dollars (\$57,541) from the COUNTY'S Criminal Justice Reserve Funds in accordance with the budget detailed in "Exhibit B" and attached hereto.
4. Based on the funding, the COUNTY's entire financial obligation shall be \$57,541 for the period October 1, 2010 - September 30, 2011.
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 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.
9. Pursuant to Ordinance No.2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyist in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

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 Fifth Amendment shall not take effect until executed by the CITY and COUNTY.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 5th Amendment 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: _____
Chair
Karen T. Marcus, Chair

CITY: Riviera Beach, FL


By: 
Thomas Masters, Mayor

By: 
Pamela H. Ryan, City Attorney


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

~~WITNESSES~~ ATTEST:

 12/15/10
CARRIE E. WARD, MMC, CITY CLERK

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Criminal Justice Commission
Executive Director

**CITY OF RIVIERA BEACH
WEED AND SEED
SCOPE OF WORK**

*After School Program at the Safe Haven
1550 West 28th Street
Riviera Beach, Florida. 33404
1-561-840-3166*

The City of Riviera Beach Weed and Seed program is targeted for all school grade levels. The program will serve approximately 60 youth annually, remaining in compliance with licensing standards with child/staff ratio and space restrictions. The hours of operation are 2:00 pm – 7:00. Monday through Friday. The primary focus will be to assist students with their homework, preparation for spelling exams and the FCAT. This program has been very successful in past years and we look forward to achieving even greater success in the upcoming year.

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

1. Weed and Seed Safe Haven \$58,780

Office Supplies (PIT: G1) \$665

- Pens, Pencils, Paper, Folders etc.

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

Program Supplies (PIT: G1) \$2,825

- Recreation Equipment and League Registration
- Seed Tech. Banner
- Hooked on Phonics/Books

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

Awards and Grants (CP: G1) \$35

- Plaque (Recognizing Funders)

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

Special Events (CP: G2) \$2,580

Five special events are planned to inform and educate the residents on the mission of the Weed and Seed Strategy. These events will also afford the residents an opportunity to get involved, and support our efforts in making a positive change in the Weed and Seed

Exhibit A

targeted area. The special events will include an Open House, Neighborhood Clean ups, Competitions, Closing Program, and the Martin Luther King Parade.

- Open House \$250
- Neighborhood Clean Ups \$580
- M.L.K. Parade \$500
- Competitions \$1000
- Closing Program \$250

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

Personnel (PIT: G1) \$41,820

The staff positions will consist of a recreation-aide and a tutor who will facilitate the programs at the Weed and Seed Safe Haven. The recreation-aide position will be full-time with benefits and the tutor will be part-time. The tutorial Program has been very instrumental in helping students pass the FCAT, complete homework assignments and pass weekly spelling tests.

Recreation – Aide	\$24,960	\$12.00 hr. x 2080
Benefits		\$7,500
Part-time Tutor	\$9,360	\$9.00 hr. x 1040

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

Neighborhood Steering Committee (NSC) Expenses (CP: G2) \$2,500

The NSC consists of 43 members who are active, and participated in developing the strategic plan. Members include: residents, community leaders, and service providers. The committee meets monthly in the evenings. Light refreshments are served at each meeting. During the year, a trainer is often used to assist in making sure the strategic plan process is being carried out in a collaborative effort.

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

Marketing Tools (PIT: G1) \$6,500

To promote programs and activities at the Safe Haven, flyers and brochures will be printed to keep the residents informed of resources available to them. An information board will also be displayed on the outside of the community center.

- Display Board
- Power Point Projector
- Flyers, brochures, memorabilia's

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

<u>Internet Access (PIT: G1)</u>	Exhibit A <u>\$1,855</u>
----------------------------------	-----------------------------

The provider will provide a DSL line with parental controls, and router to allow participants access to the internet. Adelphia is the safe haven's current internet provider. Each city department has its own provider. At present, the Safe Haven has 20 computers which will have internet access.

- Internet Access

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

2. Contractual Services	\$41,220
--------------------------------	-----------------

<u>Adult Offender Re-entry Program (PIT: G2)</u>	<u>\$20,000</u>
--	-----------------

Collaborate with the three coastal PBC sites to develop a re-entry effort with other PBC partners to address the increasing number of offenders re-entering Weed and Seed sites. The project will be contracted out with a provider to be determined at a later date. Costs may include: salary, benefits, training, substance abuse treatment, and other ancillary services that pose as barriers to employment.

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

<u>Curriculum to Increase FCAT Scores (PIT: G1)</u>	<u>\$16,000</u>
---	-----------------

This curriculum will be used to increase youth's FCAT scores at the Weed and Seed Safe Haven. Text books and software are provided for youth in grades K-5 in math and language arts. The curriculum includes 6 months of customized lesson plans, pre and post tests, interactive software, and 40 hours of staff development. This curriculum is currently being used by Delray Safe Havens with great success.

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

<u>Afterschool Program Interns (PIT: G1)</u>	<u>\$2,100</u>
--	----------------

The interns will assist the Safe Haven staff in providing an academic and structured environment while strengthening the student's ability to learn. They will receive a \$700.00 stipend (see payment schedule below).

Intern Three Month Work Schedule

October-December
January-March
April-June

Monthly Payment Schedule

1 st Month	\$233
2 nd Month	\$233

Riviera Beach CJC Budget
2010-2011

EXPENSES	DESCRIPTION	DETAIL	AMOUNT
Coordinator	Salary	\$26.60	\$56,798.00
		Life Insurance	\$305.00
Office Maintenance/Supplies	Pens, Pencils, Computer Ink, Paper, Routine Cleaning etc.		\$438.00
Total			\$57,541.00