

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: (A) The First Amendment to Interlocal Agreement (R2010-1305) with the City of Riviera Beach to extend the expiration date from September 30, 2010 to June 30, 2011 to support community policing activities in Riviera Beach for \$47,756. (B) the Grant Adjustment Notice (GAN) from Florida Department of Law Enforcement to extend the expiration date from September 30, 2010 to June 30, 2011.

SUMMARY: The Criminal Justice Commission (CJC) recommends the use of \$47,756 from the Edward Byrne memorial JAG Program for the continuation of "seeding" services that involve law enforcement intervention and prevention. The grant application was executed by the BCC on August 18, 2009 as Resolution R2009-1314. Delay in the execution of the original contract created the need for additional time for this project thus extending the expenditure of the complete grant amount. There is no match requirement for JAG funds. 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 fifteen 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. These extra eyes and ears on the street will support the investment the City has made in new homes, community centers, and gang reduction. The Board of County Commissioners is being asked to approve \$47,756 for "seeding" efforts. The "seeding" efforts will consist of a variety of services that include the following; After School Mentoring to children enrolled in the Weed and Seed Program. The mentoring includes discussion and workbook exercises on "Consequences, Crime Prevention, Gang Involvement, Respect Yourself, and the Importance of Community." Other activities will include after school fitness and recreational activities. In addition, these compatible services will be offered; spelling bees and other relationship building exercises, interaction with Senior Citizens who populate the Center during the morning and early afternoon and crime prevention awareness with extra eyes on the street in a very fragile neighborhood.

Attachments:

1. Amended Contract with the City of Riviera Beach (2 originals)
2. Grant Adjustment Notice from FDLE

Recommended by: _____

Department Director (Final 1)

Date

Approved by: _____

Assistant County Administrator

Date

[Handwritten signatures and dates]
Date: 02/28/11

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2011	2012	2013	2014	2014
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	_____	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES _____	NO _____			
BUDGET ACCOUNT NO.:	FUND _____	AGENCY _____	ORG. _____	OBJECT _____	

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

* Unexpended grant funds will be administratively carried forward to FY 2011. Total project expenditure will be \$47,756. \$16,244 is unspent from 2010 because of difficulty hiring the Officer during the allotted time period due to furloughs in the City. Therefore, the entire \$64,000 remains unspent.

C. DEPARTMENTAL FISCAL REVIEW: _____

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

There is no additional fiscal impact associated with this item.

OFMB

[Handwritten signatures and dates for OFMB review]
 JB 1/25/11
 SW 1/27/11
 1/24/11
 1/21/11

CONTRACT ADMINISTRATION

[Handwritten signature and date for Contract Administration]
 1/26/11
 E Jones 1/26/11

This amendment complies with our review requirements.

B. LEGAL SUFFICIENCY:

ASSISTANT COUNTY ATTORNEY

[Handwritten signature and date for Legal Sufficiency]
 1/26/11

[Handwritten note: This item also accepts the Grant Adjustment Notice from FDLE.]

C. OTHER DEPARTMENT REVIEW:

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT, dated this 1st day of October, 2010, to the Agreement (R-2010-1305) of August 17, 2010, 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 August 17, 2010 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.

WHEREAS, in the Agreement dated August 17, 2010, the COUNTY 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 June 30, 2011 and increase the dollar amount of the agreement by an additional \$47,756; 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 June 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", as attached hereto.
2. 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 June 30, 2011 under this First Amendment shall not exceed Forty Seven Thousand Seven Hundred Fifty-Six Dollars (\$47,756) from the COUNTY'S Criminal Justice Reserve Funds in accordance with the budget detailed in "Exhibit B1", as attached hereto. Exhibit B1 shall replace "Exhibit B" of the original agreement.
3. Based on the funding, the COUNTY's entire financial obligation shall be \$47,756 for the period October 1, 2010 - June 30, 2011.
4. The CITY agrees to provide, in writing, to the COUNTY written monthly progress/activities reports of the CITY's Weed and Seed "seeding" efforts.
5. 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.

6. 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 Amendment and the original 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.

7. 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.

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 August 17, 2010, 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 Fourth Amendment shall not take effect until executed by the CITY and COUNTY.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 1st Amendment on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

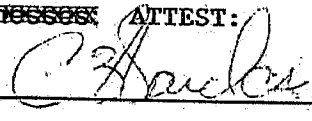
ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

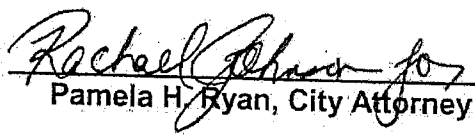
By: _____
Karen T. Marcus,
Chair

CITY: Riviera Beach, FL

~~WITNESSES~~ ATTEST:


CARRIE E. WARD, MMC, CITY CLERK

By: 
Thomas Masters, Mayor

By: 
Pamela H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

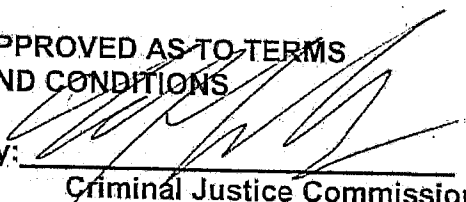
By: 
Criminal Justice Commission
Executive Director

EXHIBIT A

SCOPE OF WORK

At present the Weed and Seed program is housed in the Lindsey Davis Community Center located at 1550 W. 29th Street in Riviera Beach, FL. The project will redeploy a Community Resource Officer who will be assigned to the Center. The Resource Officer will provide the following services.

1. After School Mentoring to children enrolled in the Weed and Seed Program. The mentoring includes discussion and workbook exercises on "Consequences, Crime Prevention, Gang Involvement, Respect Yourself, and the Importance of Community."
2. After school fitness and recreational activities.
3. Spelling Bees and other relationship building exercises.
4. Interaction with Senior Citizens who populate the Center during the morning and early afternoon.
5. Crime Prevention awareness with extra eyes on the street in a very fragile neighborhood.

Reporting

1. Logic Model Development must be completed.
2. Quarterly Reporting of the items identified in the Logic Model must be presented.
3. Adherence to the grant making agency's (FDLE) rules and regulations regarding this grant shall be adhered to.

EXHIBIT B1
BUDGET AND BUDGET NARRATIVE
FOR OCTOBER 1, 2010 TO JUNE 30, 2011

CONTRACTURAL SERVICES \$47,756

BASED ON AVERAGE PAY SCALE

HOURS PER YEAR = 1,560
BASE SALARIES = \$28,860
FICA (SALARY X .0765) = \$2,207.25
LIFE = \$117.00
RETIREMENT = \$10,190.00
HEALTH AND DENTAL = \$7,067.20
TOTAL COST = \$47,756



CITY OF RIVIERA BEACH

2051 MARTIN LUTHER KING, JR. BLVD, ROOM 302 • RIVIERA BEACH, FL 33404
(561) 840-4880

FAX: (561) 840-4881

HUMAN RESOURCES

May 21, 2010

Roselyn Murray
Criminal Justice Program Development Specialist
301 North Olive Avenue,
Suite 1001
West Palm Beach, FL 33401

Re: City of Riviera Beach Insurance coverage

Dear Ms. Murray:

This letter is in response to your request regarding our insurance policy. The City of Riviera Beach is self-insured for the following policies:

General Liability
Automobile Liability
Property Liability

If you have any questions or require additional information, please contact me at (561)840-4880.

Sincerely,

Marie Sullin
Risk Manager

Copy: Doretha Perry, Human resources Director
Inda Spencer, Weed and Seed Site Coordinator/Riviera Beach

RIVIERA BEACH FLORIDA... "The Best Waterfront City In Which To Live, Work, And Play."
www.rivierabch.com

Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: Palm Beach County Board of Commissioners

TITLE OF PROJECT: RIVIERA BEACH WEED AND SEED COMMUNITY
RESOURCE OFFICER

GRANT NUMBER: 2010-JAGC-PALM-3-4X-075 ADJUSTMENT NUMBER: 2

NATURE OF ADJUSTMENT: GrtPerExt/RevBudNarrative

TO SUBGRANTEE:

Pursuant to your request of 07/19/2010 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

<u>Clayton H. Wilder</u>	<u>8-26-10</u>
Authorized Official	Date
Clayton H. Wilder	
Administrator	

The grant period is extended through June 30, 2011. The revised budget narrative is approved.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Attachment 2

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Project Information

Project Title: RIVIERA BEACH WEED AND SEED COMMUNITY RESOURCE OFFICER
Subgrant Recipient: Palm Beach County Board of Commissioners
Implementing Agency: Palm Beach County Criminal Justice Commission
Project Start Date: 10/1/2009 **End Date:** 6/30/2011

Problem Identification

Weed and Seed is foremost a strategy rather than a grant program. It aims to prevent, control, and reduce violent crime, drug abuse, and gang activity in targeted high-crime neighborhoods across the country. Weed and Seed sites range in size from several neighborhood blocks to 15 square miles. In Riviera Beach, Weed and Seed was introduced over fifteen years ago to combat high levels of crime. Law enforcement "weeded" violent and habitual criminals and "seeded" in community involvement at many levels.

A formal interlocal agreement is approved by the Board of County Commissioners (BOCC) with each contract for services. The agreement is on file at the CJC, at the official minutes office for the BOCC, on file with the County Attorney, and on file with the City of Riviera Beach. The documents are always available for review.

Project Summary (Scope of Work)

The Weeding portion of the project was eliminated three years ago when federal funding was curtailed. Law enforcement still has an important role to play in the stabilization of this important neighborhood. The strategy is to re-introduce the law enforcement or Seeding component to the neighborhood. By providing a visible and active law enforcement presence several things will occur. Children will find a mentor in the officer. The officer can work to bridge the gap in the after school programs which include academic and recreational programming. The Officer can serve as a bridge to the neighborhood, providing an extra set of eyes and ears on crime. Adults and children will find the Officer as an important presence and aid in crime prevention. The Law Enforcement Officer will provide the following services:

1. After School mentoring to children enrolled in the W&S Program. The mentoring includes discussion and workbook exercises on "Consequences," "Choices," "Crime Prevention," "Gang Involvement," "Respect Yourself" and The Importance of Community. Along with those topics, there will be regular recreational activities include sports for boys and girls. They are flag football, basketball, board games, spelling bees and activities that allow relationship building with an male adult role model.

The Youth participants will all receive all of the outlined activities, both academic and recreational.

The Officer will be a Riviera Beach Police Officer that is currently on staff. He will be reassigned to the Community Center. He will also provide support to the Senior Citizen population that attends the community center for planned activities.

Application Ref # 2010-JAGC-1120

Section #2 Page 1 of 2

Contract 2010-JAGC-PALM-3-4X-075

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000785

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$64,000.00	\$0.00	\$64,000.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$64,000.00	\$0.00	\$64,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application Ref # 2010-JAGC-1120

Section #4 Page 1 of 3

Contract 2010-JAGC-PALM-3-4X-075

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Budget Narrative:

Contractual Services

Salaries, and benefits for Riviera Beach Weed and Seed = \$64,000.

Riviera Beach Weed and Seed = \$64,000.

Based on Average Pay Scale

Rate = \$18.50 per hour

Hours per year = 2,080

Holiday Pay (rate x eleven holidays) = 0.00

Base Salaries (hours x rate) = \$38,480

FICA (salary x .0765) = \$2,943.00

Life = \$156.00

Health/Dental = \$8,834.00

Retirement = \$13,587.00

Total Cost \$64,000.00

Any additional costs over the award will be paid by the subgrantee.

Palm Beach County will contract with the City of Riviera Beach to provide services.

STAFF HAS NOT BEEN HIRED SO NO BILLING IS REQUIRED. ONCE THE CONTRACT HAS BEEN APPROVED BY THE CITY AND IS APPROVED BY THE COUNTY THE OFFICER WILL BE HIRED. I ANTICIPATE IT WILL OCCUR THIS FALL, 2010. COUNTY STAFF MAY NOT EXPEND FUNDS UNTIL APPROVED BY THE BOC.

Application Ref # 2010-JAGC-1120

Section #4 Page 2 of 3

Contract 2010-JAGC-PALM-3-4X-075

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)