

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 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 6th Amendment to the Interlocal Agreement (R2007-0706) with the City of West Palm Beach to extend the expiration date from April 1, 2011, to September 30, 2011 adding \$50,000 to support the "Weed and Seed" efforts with an Edward Byrne Memorial Justice Assistance Grant (JAG) through the Florida Department of Law Enforcement (FDLE).

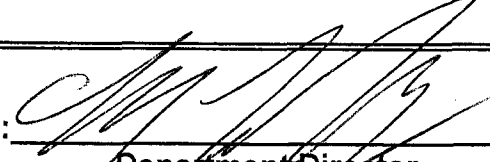
SUMMARY: The Criminal Justice Commission (CJC) recommends utilization of \$50,000 from the JAG Program for the continuation of "seeding" services and to extend the existing contract period to September 30, 2011. The delay in submitting this item to the BCC was exacerbated by requested changes in the approved FDLE grant by the City and its sub recipient which delayed the process. There is no match requirement for JAG funds. District 7 (GB)

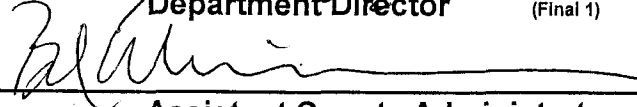
BACKGROUND AND JUSTIFICATION: Since its inception in 1996, the City of West Palm Beach, Florida (the City) has supported the Weed and Seed effort. The City, after receiving more than ten years of federal funding totaling over Three Million Dollars, has "graduated" and is no longer eligible for federal funding. The grant application was executed by the BCC on August 18, 2009 as Resolution R2009-1314. By way of historical perspective, the Second Amendment, and thus the Third and Fourth Amendments were erroneously numbered. This 2011 award totals \$100,000 from FDLE. \$50,000 of the award was submitted to the BCC for approval in a July 19, 2011 Weed and Seed item for Delray Beach, leaving an amount equaling \$50,000 for West Palm Beach.

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. "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. The Safe Havens include the Pleasant City Multi-Cultural Center, the West Palm Beach Police Athletic League Activities Building, the Vickers House North and the Salvation Army Northwest Community Center which are located in the heart of the West Palm Beach Weed and Seed area. Services include after-school and summer camp personnel, and FCAT enhancements.

Attachments:

1. 6th Amendment to the Interlocal Agreement (2 originals)

Recommended by:  7/27/11
Department Director (Final 1) Date

Approved by:  8/24/11
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>\$50,000</u>				
EXTERNAL REVENUES	<u><\$50,000></u>				
PROGRAM INCOME (County)					
CASH MATCH (County)					
NET FISCAL IMPACT	<u>\$ -0-</u>				
# OF ADDITIONAL FTE POSITIONS					

IS ITEM IN CURRENT BUDGET? YES x NO

BUDGET ACCOUNT NO.: FUND0001 AGENCY 762 ORG. 7670 OBJECT 8101

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

FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG)
\$50,000 of the FDLE award was contracted with the City of Delray Beach, July 19, 2011

C. DEPARTMENTAL FISCAL REVIEW: mg 7/25/11

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

OFMB 7/28/11
7/27

CONTRACT ADMINISTRATION 8/3/11
8-3-11 B. W. H. C.

**This amendment complies with
our review requirements.**

B. LEGAL SUFFICIENCY:

ASSISTANT COUNTY ATTORNEY 8/6/11

C. OTHER DEPARTMENT REVIEW:

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS SIXTH AMENDMENT, dated this 1st day of April, 2011 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 (R2007-0706) May 1, 2007 (the "Initial Interlocal Agreement");

WHEREAS, through the Initial Interlocal Agreement, the COUNTY has agreed to provide support to West Palm Beach "seeding" efforts; and

WHEREAS, on February 15, 2011, the parties entered into Fifth Amendment to the Initial Interlocal Agreement under which the CITY agreed 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 during the period of October 1, 2010 to March 30, 2011;

WHEREAS, the parties mutually desire to extend the time period of the Interlocal Agreement for an additional six (6) months, until September 30, 2011, with additional funding; and

WHEREAS, this is the Sixth Amendment to the Initial Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the COUNTY and CITY agree as follows:

1. The term of the Initial Interlocal Agreement is hereby amended to provide that the Interlocal 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 to the Initial Interlocal Agreement, and attached hereto; and
3. Subject to the receipt of the applicable funding, the COUNTY agrees to reimburse the CITY from the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant. The total amount to be paid by the COUNTY for the additional services for the period April 1, 2011 through September 30, 2011, under this Sixth Amendment to this Initial Interlocal Agreement, shall not exceed Fifty Thousand Dollars (\$50,000) from

the COUNTY in accordance with the budget detailed in "Exhibit B" and attached hereto.

4. Based on the funding, the COUNTY's entire financial obligation shall not exceed \$50,000 for the period April 1, 2011 – 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. 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.
8. 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.
9. 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.
10. 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 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 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 Sixth 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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Criminal Justice Commission
Executive Director

CITY OF WEST PALM BEACH, FLORIDA

ATTEST:

CITY CLERK

By: _____
GERALDINE MUOIO, Mayor

City Attorney's Office
Approved as to form
and legal sufficiency

By: _____
Dated: 6/24/11

NARRATIVE
Exhibit A1

CONTRACTUAL (\$46,616)

Urban Youth Impact Tutorial Program (\$15,000) - To maintain the effective after-school tutorial program a request of \$15,000 is being made. These services include homework assistance, reading and math tutoring, and other activities offered to students in grades K-9. There are currently 120 students enrolled in the program. These funds will provide part-time tutors (\$15,000).

PAL Programming (\$20,096) - A request of \$20,096 is being made to offset costs associated with two part time student interns and tutoring expenses that will assist with all PAL Functions out of the Police Athletic League Activities Building. The major functions include after-school and athletic programs.

The Salvation Army (\$6,970) -A request of \$6,970 is being made to offset costs associated with their Music Education Program. Children are provided with music lessons, and music enrichment.

DEFY (Drug Education for Youth) – \$3,700 A request for support for the Annual Camp sponsored by the US Attorney provides children with the opportunity to interact with law enforcement and other leaders. The curriculum offers evidence based modules on the dangers of recreational drugs.

TRAVEL (\$3,384)

A request of \$3,384 will cover the costs to travel to Weed and Seed related conferences and meetings. We estimated the cost of each trip to be approximately \$564 per person for six trainings. We realize that prior to any travel, the site needs pre-approval.

BUDGET DETAIL

Exhibit – B1

2011

CONTRACTS

<u>Item</u>	<u>Service to be Procured</u>	<u>Cost</u>
Urban Youth Impact Tutorial Program	Offset Costs for Tutorial Program	\$15,000
PAL Programming	Offset costs for two Part-Time Employees	\$20,946
Salvation Army	Music Education Program	\$ 6,970
DEFY (Drug Education for Youth)	Summer Camp	\$ 3,700
TOTAL		<u>\$46,616</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 @ \$564/trip x 6 trips		\$ 3,384
Airfare	\$250	
Hotel	\$250	
Per Diem	\$ 64	
Total	\$564	
	TOTAL	<u>\$ 3,384</u>

TOTAL COSTS **\$ 50,000**