



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>100,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>100,000</u></u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Fund \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Criminal Justice Reserves                      \$2,000,000

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]* 2/12/07  
OFMB  
*mg*  
*2/8/07*  
*AM*  
*2-7-07*

*[Signature]* 2/13/07  
Contract Dev. and Control  
*E. Jones 2/12/07*

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*[Signature]* 2/13/07  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

(continued from page 1)

The components are:

1. **Crime Prevention:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. **Law Enforcement:**

The law enforcement strategies are:

- a. Provide training for all law enforcement agencies on the collection of evidence by standardization of evidence collection policies, procedures and training
- b. Utilization of the newer technology "license plate recognition cameras" in each of the targeted areas
- c. Community oriented police officer in each targeted area
- d. Ad campaigns utilizing bus shelters and billboards to assist in cold case investigations, provide crime prevention tips, and to make people aware of the penalties for gun crimes
- e. Gun safety programs, including working with gun dealers to better secure the firearms
- f. Multi-Agency Task Forces
  - i. Violent Crimes Task Force
  - ii. Joint operations with Alcohol, Tobacco, Firearms, and Explosives

3. **Courts:**

The strategies for the Courts component are designed to divert youth from the juvenile justice system and provide the judiciary with additional sanctions. Extend Youth Court within each targeted area. Aggression Replacement Therapy (ART) established as a specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age. Initiate judicial training on ways to involve the parents more in the judicial process to reduce the likelihood of recidivism. Fund new prosecutor to handle all gun crimes to work with law enforcement on the prosecution of gun crimes.

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and adult offenders. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance. Youth Empowerment Centers and Justice Service Centers in the five targeted areas would incorporate all four components of the plan.

Educational programs such as Safe Schools and Career Academies, and law enforcement strategies except for the cameras and the community oriented police officer would be countywide. Each targeted area will have an Advisory Board of residents and a Teen/Youth Council. For each area, a Memorandum of Understanding will describe the participation of the human service agencies, foundations and other funding sources. The centers in the targeted areas will be phased-in based on the readiness of the sites. The CJC shall maintain oversight until all sites have been established.

Each city will assimilate the services into their ongoing operations and annual budgets to ensure sustainability in future years.

The County CJC will coordinate memoranda of understanding with numerous education, human services and criminal justice service providers to assist the City in successful service delivery, including the BCC.

## **INTERLOCAL AGREEMENT**

This Agreement is made the Twenty-seventh day of February, 2007, between the Florida State University, for and on behalf of its Board of Trustees, their successors and assigns, (hereinafter the "UNIVERSITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a Governmental agency.

### **WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the UNIVERSITY through its Center for Criminology and Public Policy Research, has the ability to conduct an in-depth evaluation of the Youth Violence Prevention Project in Palm Beach County (PBC) and identify components proven to be successful; and

**WHEREAS**, the COUNTY, through its Criminal Justice Commission desires that such evaluation be performed;

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

### **Section 1. Purpose and Payment**

1.1 The purpose of this Agreement is to have the UNIVERSITY'S Center for Criminology and Public Policy Research conduct an in-depth evaluation of the Youth Violence Prevention Project in PBC, identify the components proven successful, and compile a report of the results of the evaluation for submission and presentation to the COUNTY for its use, all in accordance with the services listed in the UNIVERSITY'S Summary of Sponsored Research, a copy of which is attached hereto as Exhibit A and incorporated herein by reference and provide services pursuant to the Schedule for Payment attached in Exhibit B of the Agreement.

1.2 Upon receipt and approval of the UNIVERSITY'S invoices the COUNTY will pay the UNIVERSITY not to exceed the amount of \$100,000.00, with partial payment to be made upon receipt of deliverables as outlined in Schedule for Payment in Exhibit B.

**Section 2. Representative/Monitoring Position**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be L Diana Cunningham, or her designee, whose telephone number is (561) 355-4943.

The UNIVERSITY'S technical representative during the term of this Agreement shall be Dr. Thomas Blomberg, whose telephone number is (850) 644-7380. The UNIVERSITY'S administrative representative/contract monitor during the term of this Agreement shall be Dr. Kirby W. Kemper, Vice President for Research, Florida State University, whose telephone number is (850) 644-5260.

**Section 3. Effective Date/Schedule**

This Agreement shall take effect upon execution of this agreement and terminate twelve (12) months from the date of execution. Upon mutual agreement this Agreement may be extended for two additional years in one year increments. The schedule of deliverables is outlined in Schedule for Payment attached as Exhibit B.

**Section 4. Payments/Invoicing and Reimbursement**

UNIVERSITY shall submit invoices to COUNTY, which will include a reference to this Agreement, identify the project, and identify the amount due and payable to UNIVERSITY at the amounts set forth in Exhibit B. Invoices shall be itemized in sufficient detail for prepayment audit thereof. UNIVERSITY shall supply any further documentation deemed necessary by COUNTY. Invoices received from UNIVERSITY will be reviewed and approved by the Criminal Justice Commission, indicating that expenditures have been made in conformity with this Agreement and then will be sent to COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

**Section 5. Access and Audits**

UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the projects. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

**Section 6. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

**Section 7. Termination**

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

**Section 8. Enforcement Costs**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

**Section 9. Annual Appropriation**

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**Section 10. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

**COUNTY**

Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

With a copy to:

Dawn Wynn  
Palm Beach County Board of County Commissioners  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401

**UNIVERSITY**

Dr. Kirby W. Kemper, Vice President for Research  
Florida State University  
Sponsored Research Services  
97 South Woodward Avenue, 3<sup>rd</sup> Floor  
Tallahassee, Florida 32399-4166

With a copy to:

Dr. Thomas Blomberg  
Florida State University  
Center for Criminology and Public Policy Research  
634 W. Call Street  
Tallahassee, Florida 32306-1127

**Section 11. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

**Section 12. Filing**

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

**Section 13. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**Section 14. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15. Equal Opportunity Provision**

The COUNTY and the UNIVERSITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 16. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 17. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Remainder of page intentionally left blank.

**Section 17. Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**ATTEST:**

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

**WITNESSES:**

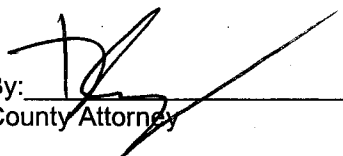
**FLORIDA STATE UNIVERSITY**

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

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

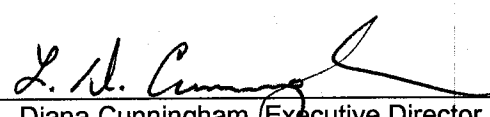
By:  \_\_\_\_\_  
L. Diana Cunningham, Executive Director  
Criminal Justice Commission



Exhibit A

**SUMMARY OF SPONSORED RESEARCH**

*Scope of Work pertaining to the Sponsored Research Agreement between The Trustees of Florida State University Center for Criminology and Public Policy Research and the Criminal Justice Commission of Palm Beach County*

Effective date: Contract Execution Date

Total payment: \$100,000

SCOPE OF SERVICES

**I. Services to be Purchased**

This Scope of Services describes how Florida State University (FSU) and its affiliates will work in Palm Beach County (PBC), Florida with members of the Criminal Justice Commission (CJC) and its Youth Violence Prevention Project Committees, community constituents, criminal justice and other government agencies, businesses and other stakeholders, to conduct an in-depth evaluation of the Youth Violence Prevention Project in PBC and to identify components proven to be successful. The evaluation involves a three step process of gathering baseline data for five target sites and five comparable control sites; refine program goals, objectives and performance measures and compare to data; outcome assessment including fidelity to program/program integrity by conducting satisfaction surveys.

**Goals:** Under the auspices of the Criminal Justice Commission and the Youth Violence Prevention Project, FSU will conduct an in-depth evaluation of the implementation of the Youth Violence Prevention Project in five target sites and countywide for the Law enforcement and Courts components. The results of the evaluation will be used at key points to determine the successful components and indicate the need to make changes in program elements as well as predict results based on the assessment.

**Project Background and Description:**

In seeking ways to decrease the amount of violent youth crime, the Palm Beach County Board of County Commissioners and the School Board jointly requested the Criminal Justice Commission (CJC) to develop a countywide youth violence reduction strategy that would compliment existing effort. The CJC members endorsed the national model by the U.S. Department of Justice, Office of Justice Programs to use as an approach model.

The CJC's approach to addressing youth violence is within the four components of the criminal justice field: prevention, law enforcement, courts, and corrections. Upon Board direction, the CJC created the Youth Violence Prevention Planning Steering Committee to coordinate and research the development of a Youth Violence Prevention Project.

## Exhibit A

A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Criminology and Public Policy Research, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The project incorporates the model programs and the recommendations from the subcommittees.

The five targeted areas that became evident through violent crime mapping (GIS) analysis include Riviera Beach, West Palm Beach, Lake Worth, Boynton Beach, and Belle Glade.

The CJC recommended implementation of a Youth Empowerment Center with programs for teens that are not in the criminal justice system and a Justice Service Center with programs for juveniles and young adults on probation or re-entering from jail and prison in each of the five targeted violent crime areas. The project emphasizes education, employment services, and law enforcement strategies.

The components are:

1. **Crime Prevention:**

The prevention strategies will be carried out at newly established Youth Empowerment Centers in each targeted area that provide activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. **Law Enforcement:**

The law enforcement strategies include:

- a. Training for all law enforcement agencies on the collection of evidence by standardization of evidence collection policies, procedures and training
- b. Utilization of the newer technology "license plate recognition cameras" in each of the targeted areas
- c. Community oriented police officer in each targeted area
- d. Ad campaigns utilizing bus shelters and billboards to assist in cold case investigations, provide crime prevention tips, and to make people aware of the penalties for gun crimes

## Exhibit A

- e. Gun safety programs, including working with gun dealers to better secure the firearms
- f. Multi-Agency Task Forces
  - i. Violent Crimes Task Force
  - ii. Joint operations with Alcohol, Tobacco, Firearms, and Explosives

### 3. **Courts:**

The strategies for the Courts component are designed to divert youth from the juvenile justice system and provide the judiciary with additional sanctions for those in the system, and include:

- a. Extending Youth Court within each targeted area
- b. Aggression Replacement Therapy (ART) specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age
- c. Initiating judicial training on methods to involve the parents more in the judicial process to reduce the likelihood of recidivism
- d. Funding for a specialized prosecutor to handle violent firearm crimes with defendants up to age 29 and to work with law enforcement on the prosecution of gun crimes

### 4. **Corrections:**

The strategy will be carried out by establishing a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services both on-site and through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance. Youth Empowerment Centers and Justice Service Centers in the five targeted areas will incorporate all four components of the plan.

Educational programs such as Safe Schools and Career Academies, and law enforcement strategies except for the cameras and the community oriented police officer, will be countywide. Each targeted area will have an Advisory Board of residents and a Teen/Youth Council. For each area, a Memorandum of Understanding will ensure the participation of the local government, human service agencies, foundations and other funding sources. The centers in the targeted areas will be phased-in based on the readiness of the sites. The CJC shall maintain oversight until all sites have been established.

## Exhibit A

**Deliverables:** The evaluation involves the following tasks for creating deliverables in the form of a written reports, statistics, charts, graphs, maps, and presentations:

- Data Collection Instruments
- Data Collection
- Data Analysis
- Comparison of five target areas and five control areas
- Six month update
- Annual Report

### I. Methodology

What follows is a description of the scope of services FSU is expected to provide over the course of six months. The Committee will aid FSU in gaining access to key individuals, offices, and groups in both the criminal justice system and in the municipalities within Palm Beach County.

### **Summary of Activities, Reports, and Targeted Milestones:**

<b>Component</b>	<b>Months</b>
Data Collection	2-12
Data Analysis and Mapping	2-12
Program Evaluation	10-12
Submission of Evaluation Reports	6,12

#### A. Data Collection and Analysis Five years of Baseline Data

FSU will collect data sets on each of the five target areas and 5 comparable areas for use as control groups:

- ⇒ Youth population (14-29)
- ⇒ Crime incidence- broken down by violent crimes
- ⇒ Prosecutions
- ⇒ Dispositions
- ⇒ Community supervision population
- ⇒ Transitional population projections for year 1,2,3

#### B. Comparison of Data

FSU will compare the data on the five target areas and countywide to the four program component's goals and discuss:

- ⇒ Impact on the goals
- ⇒ Measurable objectives
- ⇒ Capacity of the Youth Empowerment Centers

## Exhibit A

- ⇒ % decline or numerical decline
- ⇒ How the project has positively impacted the target areas
- ⇒ Use multiple measures
- ⇒ Explanatory data
- ⇒ Mapping

B-1. FSU will attempt to gather five years of data from the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Palm Beach County Sheriff's Office, and PRIDE Integrated Services to provide statistics that will inform program planning and place-based budgeting endeavors. For any data that FSU is able to obtain, FSU will assess its quality, clean, organize, process and geocode the data using specifically developed data collection instruments, in order to conduct further data analysis and mapping. FSU will develop the data collection instruments to be utilized by the five target areas.

B-2. FSU will assess and obtain quantitative and qualitative data in order to map community resources and services. FSU will assess the data capacity of various key criminal justice entities to contribute data that would complement the criminal justice maps.

B-3. FSU will be the repository of criminal justice data and Palm Beach County level data that will be used to identify opportunities for evaluating youth violence reduction strategies. As Research partner personnel, community leaders, business representatives, and criminal justice professionals engage in evaluation activities, FSU will provide supportive data analysis. Requests for ad hoc data reports by Research partner constituents will also be processed by FSU on the basis of priority and available resources.

### **C. Outcome Assessment**

To stimulate and support program development opportunities, FSU will evaluate the fidelity/program integrity by analyzing data and conducting satisfaction surveys. The differences in impact between program components and between target areas will be explained and results predicted based on the assessment.

C-1. FSU will utilize qualitative and quantitative data to document the information.

C-2. FSU will document the informal social organization of each city and identify impediments to the successful outcome of the project.

C-3. FSU will provide a comparative analysis with the five target areas and the five control groups.

C-4. FSU will utilize pre and post tests as well as a process evaluation.

C-5. Control cities analyzed by comparing trajectory forecast.

## Exhibit A

### **D. Six month Update**

Descriptive Information Profile on each component:

- ⇒ Broken down
- ⇒ Interviews of staff, clients, and key stakeholders
- ⇒ Building capacity within the county
- ⇒ Summarize the data elements
- ⇒ Baseline data
- ⇒ Three year projection
- ⇒ Fidelity to the program model
- ⇒ Measures of the four components

### **E. Law Enforcement**

- ⇒ Outline when they started
- ⇒ Fidelity to program objectives
- ⇒ Unintended positive consequences

### **F. Submission of Reports**

Three reports are to be submitted to the Board of County Commissioners in the form of written reports, statistics, charts, graphs, maps, and presentations:

1. Data Collection and data analysis
2. Six month update
3. First year evaluation

G. The deliverables and schedule for payment is described in Exhibit B.

## EXHIBIT B

### SCHEDULE FOR PAYMENT AND PROPOSED BUDGET FOR PROFESSIONAL SERVICES/CONTRACTOR

#### Cost

The total price of the project shall be \$100,000.

#### PRINCIPAL INVESTIGATOR

- 1) Name: Dr. Thomas Blomberg, Florida State University, College of Criminology and Criminal Justice, Center for Criminology and Public Policy Research
- 2) Telephone: (850 ) 644-7365

#### Period of Performance

From EFFECTIVE DATE: **The contract period shall be twelve (12) months from the date of execution of the contract.**

#### Deliverables

There will be four deliverables for this project. Florida State University shall invoice Palm Beach County within thirty (30) days following the end of the second, third, and fourth quarters, in the amounts shown below.

**FIRST DELIVERABLE:** Develop data collection instruments utilizing the objectives and parameters outlined in the summary of activities, reports and targeted milestones and pilot test a small subset of the experimental group to determine instrument accuracy.

**SECOND DELIVERABLE:** Upon engagement in the activities outlined in step A (data collection), and B1 – B3 (data analysis and mapping), outlined in the Summary of Sponsored Research, Scope of Services, FSU will be paid \$30,000.

**THIRD DELIVERABLE:** Upon engagement in the activities outlined in steps B1 – B3 (community and corrections mapping), C1-C5, Outcome Assessment and completion of D, (submission of six month report), outlined in the Summary of Sponsored Research, Scope of Services, FSU will be paid \$35,000.

**FOURTH DELIVERABLE:** Upon completion of steps A, E-F, and submission of the first year evaluation, outlined in the Summary of Sponsored Research, Scope of Services, FSU will be paid \$35,000.

07- 0563

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

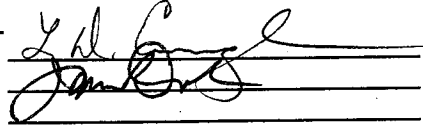
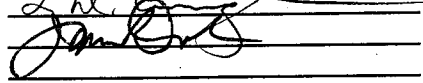
Page 1 of 1  
BGEX-767- 020707 \* 1007

FUND 0001 - GENERAL FUND

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>EXPENDITURES</b>								
Youth Violence Prevention Initiative								
820-9901-9902	Operating Reserves	2,000,000	213,560		100,000	113,560		
Countywide Youth Violence Prevention Initiative								
767-7685-3401	Other Contractual Services	0	0	100,000		100,000		
<b>TOTAL EXPENDITURES</b>				100,000	100,000			

Criminal Justice Commission  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
	2/7/07
	2-12-07

By Board of County Commissioners  
At Meeting of  
February 27, 2007  
Deputy Clerk to the  
Board of County Commissioners