



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | 2007                  | 2008  | 2009  | 2010  | 2011  |
|--|-----------------------|-------|-------|-------|-------|
| Capital Expenditures                           | _____                 | _____ | _____ | _____ | _____ |
| Operating Costs                                | 3 <u>35,500</u>       | _____ | _____ | _____ | _____ |
| External Revenues                              | _____                 | _____ | _____ | _____ | _____ |
| Program Income (County)                        | _____                 | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                         | _____                 | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                       | <u><b>335,500</b></u> | _____ | _____ | _____ | _____ |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____                 | _____ | _____ | _____ | _____ |

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

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

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

Criminal Justice Reserves \$113,560 0001-820-9901-9902  
 Crime Prevention Fund \$221,940 1500-820-9901-9902

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

*[Signature]* 4/24/07  
 OFMB  
*AMN mg*  
*4-24-07 4/23/07*

*[Signature]* 4/25/07  
 Contract Dev. and Control  
*6/26/07 4/25/07*

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

*[Signature]*  
 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.

07 - 0995

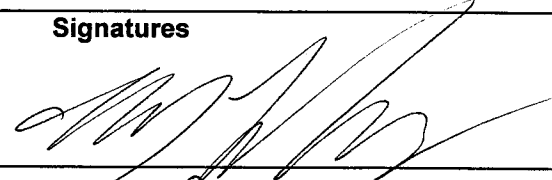
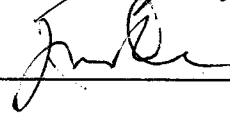
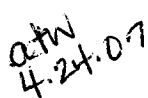
BUDGET TRANSFER  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:  
BGEX -767-041107\*1475

Fund 0001 General Fund

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

| ACCT.NUMBER                                    | ACCOUNT NAME                          | ADOPTED BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF | REMAINING BALANCE |
|--|---------------------------------------|----------------|----------------|----------|----------|-----------------|----------------------------|-------------------|
| <b>Expenditures</b>                            |                                       |                |                |          |          |                 |                            |                   |
| 0001-820-9901-9902                             | Operating Reserves                    | 2,000,000      | 113,560        | 0        | 113,560  | 0               | 0                          | 0                 |
| 0001-820-9100-9020                             | Transfer to Sheriff's Grant Fund 1152 | 0              | 0              | 113,560  | 0        | 113,560         | 0                          | 113,560           |
| <b>Total Appropriations &amp; Expenditures</b> |                                       |                |                |          |          |                 |                            |                   |
|  |                                       |                |                | 113,560  | 113,560  |                 |                            |                   |

|  |  |             |  |
|--|--|-------------|--|
|  | <b>Signatures</b>  | <b>Date</b> | <b>By Board of County Commissioners</b>                  |
| <b>Criminal Justice Commission</b>               |                            | 4-18-07     | <b>At Meeting of</b>                                     |
| <b>INITIATING DEPARTMENT/DIVISION</b>            |  |             | May 1, 2007  |
| <b>Administration/Budget Department Approval</b> | <sup>ms</sup><br>4/23/07  | 4-24-07     | <b>Deputy Clerk to the Board of County Commissioners</b> |
| <b>OFMB Department - Posted</b>                  |                           |             |  |

07 - 0996

**BUDGET TRANSFER**  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:  
BGEX -767-041107\*1474

Fund 1500 CRIME PREVENTION FUND

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

| ACCT.NUMBER                                    | ACCOUNT NAME                          | ADOPTED BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF | REMAINING BALANCE |
|--|---------------------------------------|----------------|----------------|----------|----------|-----------------|----------------------------|-------------------|
| <b>Expenditures</b>                            |                                       |                |                |          |          |                 |                            |                   |
| 1500-820-9901-9902                             | Operating Reserves                    | 630,686        | 700,155        | 0        | 221,940  | 478,215         | 0                          | 478,215           |
| 1500-820-7607-9020                             | Transfer to Sheriff's Grant Fund 1152 | 0              | 0              | 221,940  | 0        | 221,940         | 0                          | 221,940           |
| <b>Total Appropriations &amp; Expenditures</b> |                                       |                |                | 221,940  | 221,940  |                 |                            |                   |

Criminal Justice Commission

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INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

*[Signature]*

*[Signature]*

Date

4-18-07

4-24-07

By Board of County Commissioners

At Meeting of

May 1, 2007

Deputy Clerk to the Board of County Commissioners

atw  
4-24-07

**AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS, PALM BEACH COUNTY,  
FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE,  
WEST PALM BEACH, FLORIDA**

**THIS AGREEMENT** is entered into this first day of May, 2007 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

**WITNESSETH**

**WHEREAS**, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearm crimes; and

**WHEREAS**, the purpose of the Youth Violence Prevention Project is to develop a comprehensive strategy that includes the four components of the criminal justice system; crime prevention, law enforcement, courts and corrections, and an implementation plan to prevent and combat gun related youth violence in Palm Beach County; and

**WHEREAS**, four subcommittees- crime prevention, law enforcement, courts and corrections - developed the comprehensive plan for countywide strategies and programs; and

**WHEREAS**, the Law Enforcement Planning Council representing the Law Enforcement component has approved a plan that includes the purchase of equipment and overtime to be utilized by the PBSO Crime Lab and Violent Crimes Task Force; and

**WHEREAS**, the Palm Beach County Sheriff's Office has the lead role in the Violent Crimes Task Force and operates the Crime Lab for Palm Beach County; and

**WHEREAS**, the grant will be used to pay for equipment to be utilized by the Violent Crimes Task Force and the Crime Lab, and overtime for members of the Violent Crimes Task Force for conducting strategic operations. The parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the PBSO agree as follows:

**SECTION 1. PURPOSE**

- A. The PBSO agrees to purchase the following equipment as further described in Exhibit A: License Plate Recognition Mobile Camera System (\$50,000), (3) BulletCatchers (\$10,500), MatchPoint (\$55,000), Data Concentrator (\$75,000), BrassTrax (\$110,000) for the total amount not to exceed Three Hundred Thousand Five Hundred dollars (\$300,500). PBSO further agrees to allocate overtime for the Violent Crimes Task Force including participating agencies not to exceed Thirty-five Thousand Dollars (\$35,000). This is a reimbursable grant and funds will be provided once claims are submitted and approved.

This Agreement shall be effective as of the first day of May, 2007 and shall terminate the thirtieth day of September, 2007, unless otherwise terminated or extended as herein provided.

- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for the expenses as outlined in Exhibit A. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of checks, invoices and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, 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 PBSO. Invoices received from the PBSO will be reviewed and approved by the COUNTY'S CJC Executive Director or designee, indicating that expenditures have been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.

**SECTION 2. GENERAL TERMS AND CONDITIONS**

- A. Both the COUNTY and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.
- B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party's representative and attached to the original Agreement.

### **SECTION 3. LIABILITY**

- A. The COUNTY, as political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
  
- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
  
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

### **SECTION 4. TERMINATION**

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party. Notwithstanding, if the COUNTY terminates this agreement pursuant to this provision and PBSO has purchased, or has ordered and is obligated to pay for, the equipment identified in Exhibit A, the COUNTY shall reimburse PBSO for such equipment pursuant to Section 1(B) of this Agreement.



#### **SECTION 5. NOTICE AND CONTACT**

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401  
Attention: Michael L. Rodriguez

with a copy to: County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Attention: Dawn Wynn

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406  
Attention: Ric L. Bradshaw, Sheriff

with a copy to: George Forman, CFO  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

#### **SECTION 6. VENUE**

The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

#### **SECTION 7. ATTORNEY'S FEES**

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, however, this clause pertains only to the parties to this Agreement.

#### **SECTION 8. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and PBSO.

#### **SECTION 9. EQUAL OPPORTUNITY PROVISION**

The COUNTY and the PBSO 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 10. CRIMINAL HISTORY RECORDS CHECK**

The COUNTY and the PBSO agree to comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. All employees who enter a "critical facility" will be subject to a fingerprint based criminal records check. Although the COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history checks, the COUNTY and the PBSO agree to be responsible for the financial, schedule and staffing implications in complying with Ordinance 2003-030.

**SECTION 11. REGULATIONS; LICENSING REQUIREMENTS**

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**SECTION 12. INVALIDITY OF CLAUSES**

The invalidity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

**SECTION 13. ENTIRETY OF AGREEMENT**

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

Intentionally

Left

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the Parties have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**


Sharon R. Bock, Clerk and Comptroller

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

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

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

**WITNESS:**

  
\_\_\_\_\_  
Signature

Dale Sisson  
\_\_\_\_\_  
Name (type or print)

**PALM BEACH COUNTY  
SHERIFF'S OFFICE:**

By: \_\_\_\_\_  
L. Bradshaw, Sheriff

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Michael L. Rodriguez  
Executive Director

Exhibit A

**SCOPE OF WORK**

*Scope of Work pertaining to the Agreement between the Palm Beach County Sheriff's Office and the Criminal Justice Commission of Palm Beach County*

*Effective date: May 1, 2007*

The Law Enforcement Planning Council, representing the Law Enforcement component of the Youth Violence Prevention Project, has approved the plan which includes: the purchase of equipment including ballistics identification software and license plate recognition cameras, to be utilized by the PBSO Crime Lab and Violent Crimes Task Force, and to allocate overtime for the Violent Crimes Task Force strategic operations.

**FORENSIC TECHNOLOGY EQUIPMENT**

**Objective**

The purchased equipment will allow law enforcement organizations from multiple jurisdictions to share ballistics information, better unite their efforts in solving gun-related crimes and ultimately decreases the time it takes to analyze ballistic evidence while increasing the probability of case linking. Utilizing the equipment will help law enforcement break through major barriers of efficient firearm identification as automated collection systems and electronic data transmission speed the delivery of critical data to the lab, sustain the comprehensive analysis of large volumes of evidence, including seemingly insignificant evidence, and facilitate the systematic and collaborative sharing of information among forensic scientists and investigators.

***BrassTRAX-3D Acquisition Station***

BrassTRAX-3D is a data acquisition station that captures quality images of cartridge case evidence in both 2D and 3D, offering greater impression detail and multiple viewing perspectives.

***MatchPoint+ Analysis Station***

The MatchPoint+ is a desktop analysis station that allows firearm examiners to examine cartridge case images acquired by IBIS and BrassTRAX-3D Acquisition Stations, as well as analyze and compare results generated by the IBIS Correlation Server. It provides powerful image analysis tools that enable firearm examiners to analyze images and correlation results from the convenience of their own offices. These tools are designed to help firearm examiners select potential matches suggested by the correlation scores and perform comparisons of likely candidates.

***Data Concentrator***

The Data Concentrator collects information from BulletTRAX-3D and BrassTRAX-3D acquisition stations and converts it into IBIS-compatible

## Exhibit A

information. The images can then be correlated on an IBIS Correlation Server and potential matches can be analyzed on the MatchPoint+ workstation. The average storage capacity of a single Data Concentrator is 63,000 cartridge cases.

### **ADDITIONAL EQUIPMENT**

#### ***BulletCatcher***

The Bullet Catcher was created for use in forensic laboratories, at firing ranges or in the field. The user fires a bullet into the front of the chamber filled with non-flammable Kevlar fibers. The bullet is then captured undamaged so that examinations and comparisons can be made.

The (3) Bullet Catchers will be purchased by the Palm Beach County Sheriff's Office and housed at Palm Beach Gardens Police Department, Palm Beach County Sheriff's Office Headquarters, and Boynton Beach Police Department. Each unit is to be utilized by adjacent law enforcement jurisdictions for "test firing" suspected crime guns for the purpose of submitting critical cartridge case evidence data to the laboratory for analysis.

#### ***Automated License Plate Recognition Camera System***

Automated License Plate Recognition (ALPR) is a proven mechanism that automatically reads license plate numbers on stationary or moving vehicles. Using advanced camera, recognition, and database technology ALPR systems automatically capture images of vehicle license plate numbers and instantly check those numbers against a variety of vehicle "hot lists" held in target vehicle databases. Alarms can be triggered when a match is detected on any given database giving the ALPR operator the opportunity to take immediate action.

The objective of the Automated License Plate Recognition System is to recover stolen vehicles and prevent further theft through proactive investigations. This is accomplished through multi-agency strategic operations which will serve to develop and implement collaborative crime reduction strategies targeting specific crimes, building active local partnerships, incorporating the use of timely accurate crime data and crime analysis, expanding the collection and use of criminal intelligence, and the sharing of intelligence and information among participating agencies. The intelligence produced will serve as a highly effective tool for tactical, operational, and strategic planning, as well as the efficient deployment of assigned personnel. Emphasis for the strategic operations is placed on reducing gun violence in five sites that were identified as having a high volume of gun crime.

Exhibit A

**DATA COLLECTION**

The Palm Beach County Sheriff's Office will establish mechanisms for providing detailed data for the purposes of evaluation of the project. The data provided will be used to make decisions about the Youth Violence Prevention Project's implementation, development and overall effectiveness. Evaluation is critical to determining whether the community's efforts at violent crime prevention are having the desired impact.

07 - 0997

BUDGET AMENDMENT  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Fund 1152 Sheriff's Grant Fund

Advantage Document Numbers:  
BGEX-767-041107\*1476  
BGRV -767-0411 07\*0482

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

| ACCT.NUMBER         | ACCOUNT NAME  | ADOPTED BUDGET | CURRENT BUDGET   | INCREASE       | DECREASE | ADJUSTED BUDGET  | EXPENDED/ ENCUMBERED AS OF | REMAINING BALANCE |
|---------------------|---|----------------|------------------|----------------|----------|------------------|----------------------------|-------------------|
| <b>Revenues</b>     |   |                |                  |                |          |                  |                            |                   |
|                     | Youth Violence Prevention                                   |                |                  |                |          |                  |                            |                   |
|                     | 1152-160-2098-8000 Transfer from General Fund 0001          | 0              | 0                | 113,560        | 0        | 113,560          |                            |                   |
|                     | 1152-160-2098-8094 Transfer from Crime Prevention Fund 1500 | 0              | 0                | 221,940        | 0        | 221,940          |                            |                   |
|                     | <b>Total Receipts and Balances</b>                          | <u>36,270</u>  | <u>4,007,334</u> | <u>335,500</u> | <u>0</u> | <u>4,342,834</u> |                            |                   |
| <b>Expenditures</b> |   |                |                  |                |          |                  |                            |                   |
|                     | Youth Violence Prevention                                   |                |                  |                |          |                  |                            |                   |
|                     | 1152-160-2098-9498 Transfer to PBSO Fd 1902                 | 0              | 0                | 335,500        | 0        | 335,500          | 0                          | 335,500           |
|                     | <b>Total Appropriations &amp; Expenditures</b>              | <u>36,270</u>  | <u>4,007,334</u> | <u>335,500</u> | <u>0</u> | <u>4,342,834</u> |                            |                   |

PBSO

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INITIATING DEPARTMENT/DIVISION

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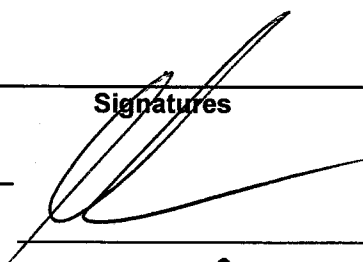
Administration/Budget Department Approval

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OFMB Department - Posted

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Signatures



Date

4/16/07

4-24-07

By Board of County Commissioners

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At Meeting of

May 1, 2007

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Deputy Clerk to the Board of County Commissioners

adm  
4.24.07