

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 3, 2008 Consent Regular
 Ordinance Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office an agreement with the City of West Palm Beach for reimbursement of overtime cost, in the amount of \$21,358, associated with the Gramercy Village Weed and Seed Project for the period of October 1, 2007 to September 30, 2008; **B) Approve** a budget amendment in the amount of \$21,358 in the Sheriff's Grant Fund.

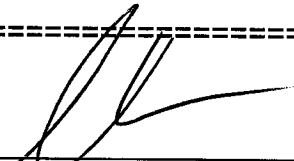
Summary: On August 3, 2007, the City of West Palm Beach, received an award from the United States Department of Justice Office of Justice Programs to implement the Gramercy Village Weed and Seed Project. On February 15, 2008 the Palm Beach County Sheriff's Office (PBSO) and the City of West Palm Beach entered into an agreement to create the Gramercy Village Community Area Multi-Agency Law Enforcement Unit (MALEU). The objective of the MALEU is to prevent, control, and reduce violent crime, drug abuse, and gang activity in the Gramercy Village Community Area. Under this agreement, the Palm Beach County Sheriff's Office will receive \$21,358 in reimbursable funds for overtime costs associated with the program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. District 3 (DW)

Background and Justification: Weed and Seed, a community-based strategy sponsored by the U.S. Department of Justice (DOJ), is an innovative, comprehensive multi-agency approach to law enforcement, crime prevention, and community revitalization. Weed and Seed is a comprehensive, multi-disciplinary approach to combating violent crime, drug use, and gang activity in high crime neighborhoods. The goal is to "weed out" violence and drug activity in high crime neighborhoods and then to "seed" the sites with a wide range of crime and drug prevention programs, human service resources, and neighborhood restoration activities to prevent crime from reoccurring. The strategy emphasizes the importance of a coordinated approach, bringing together Federal, State and local government, the community, and the private sector to form a partnership to create a safe, drug-free environment. The Catalog of Federal Domestic Assistance (CFDA) number is 16.595.

Attachments:

- 1. Budget Amendment
- 2. Memorandum of Understanding – Gramercy Village Community Area Multi-Agency Law Enforcement Unit

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RECOMMENDED BY:  5/27/08
DEPARTMENT DIRECTOR DATE

APPROVED BY:  6/2/08
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	\$21,358				
External Revenues	(\$21,358)				
Program Income (County)					
In-Kind Match (County)	0				
 Net Fiscal Impact	 0				
 # Additional FTE Positions (Cumulative)	 0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund _____ Agency _____ Org _____ Object _____
Reporting Category _____

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

The Gramercy Village Weed and Seed Project is funded through the United States Department of Justice Office of Justice Programs. There is no match requirement associated with this award. No additional positions are created, and no additional County funds are required.

Gramercy Village Weed and Seed Project	\$21,358
Total Program Budget	\$21,358

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

atwillhite 5.29.08 5/30/08
 OFMB Contract Administration
5/29/08 5/29/08

B. Legal Sufficiency:

[Signature] 6/2/08
 Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Gramercy Village Weed and Seed								
160-2131-3129	Federal Grant - Other Public Safety	0	0	21,358		21,358		
	TOTAL REVENUES	0	\$5,584,774	\$21,358	\$0	\$5,606,132		
Expenditures								
Gramercy Village Weed and Seed								
160-2131-9498	Transfer to Sheriff's Fund	0	0	21,358		21,358		
	TOTAL EXPENDITURES	0	\$5,584,774	\$21,358	\$0	\$5,606,132		

Palm Beach County Sheriff's Office

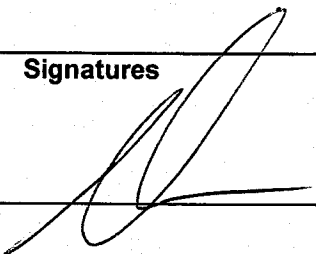
INITIATING DEPARTMENT/DIVISION

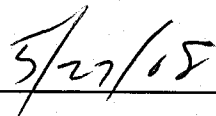
Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date





By Board of County Commissioners
At Meeting of June 3, 2008

Deputy Clerk to the
Board of County Commissioners

Rev 69-08

MEMORANDUM OF UNDERSTANDING
GRAMERCY VILLAGE COMMUNITY AREA
MULTI-AGENCY LAW ENFORCEMENT UNIT

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this ____ day of _____, 2008, and has been jointly prepared by and between the City of West Palm Beach (hereinafter the "CITY") and the Palm Beach County Sherriff's Office (hereinafter the "PBSO"), and sets forth the parties' understanding of the respective duties and obligations concerning the coordination of law enforcement efforts between the subscribing agencies with regard to the implementation of the Gramercy Village Weed and Seed Project and the disbursement of Grant Funds from the United States Department of Justice (DOJ) for coordinated law enforcement efforts relating to the same.

WITNESSETH:

WHEREAS, the subscribing law enforcement agencies have the authority under the combined mutual aid agreement to enter into this Memorandum of Understanding creating the Gramercy Village Community Area Multi-Agency Law Enforcement Unit (hereinafter the "MALEU") pursuant to Section II (Provisions of Voluntary Cooperation) of said mutual aid agreement, herein incorporated by reference;

WHEREAS, the subscribing law enforcement agencies have identified a need to establish this MALEU within the Gramercy Village Community Area to address violent crime, drug abuse, and gang activity;

WHEREAS, the Weed and Seed Program is a community-based initiative sponsored by the U.S. Department of Justice (DOJ) that encompasses an innovative and comprehensive multi-agency approach to law enforcement, crime prevention, and community revitalization, that aims

to prevent, control, and reduce violent crime, drug abuse, and gang activity in designated high-crime neighborhoods across the country; and

WHEREAS, the area bounded by Haverhill Road on the west, Military Trail on the east, Belvedere Road on the south, and Caribbean Boulevard on the north has been designated as a Weed and Seed site by the United States Department of Justice (DOJ) effective October 1, 2007 (hereinafter the "Gramercy Village Community Area"); and

WHEREAS, the City of West Palm Beach is the recipient of a grant award from the Department of Justice (DOJ) in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for the period of October 1, 2007, through September 30, 2008, (Grant Award No. _____) for weeding and seeding efforts within the designated Gramercy Village Community Area (the "Grant"); and

WHEREAS, the agencies share a common boundary and proximity, as well as overlapping demands for law enforcement response in the Gramercy Village Community area; and

WHEREAS, the parties agree to cooperate and work together within the MALEU to investigate and solve crimes pursuant to the Weed and Seed Program within the designated Gramercy Village Community Area. The MALEU shall consist of officers, deputies and supervising personnel from each agency; and

WHEREAS, the amount of Forty-Two Thousand Seven Hundred Seventeen Dollars (\$42,717.00) of the Grant has been allocated by the CITY to cover personnel costs for MALEU targeted law enforcement activity in the Gramercy Village Community Area; and

WHEREAS, the PBSO will receive funds in the amount of Twenty-One Thousand Three Hundred Fifty-Eight Dollars (\$21,358.00) for its assistance in the MALEU, as payment for its overtime costs and in accordance with the approved grant budget; and

NOW, THEREFORE, the CITY, and PBSO, in consideration for mutual promises set forth in this MOU, hereby agree as follows:

SECTION 1: AUTHORITY

1.1 This Memorandum of Understanding is established pursuant to the specific authority in Section II of the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, authorizing the establishment of inter-agency task forces. See *Exhibit A*.

1.2 The establishment of this Memorandum of Understanding does not in any way alter or modify the provisions of the existing Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, which sets forth the powers, privileges, immunities and liabilities of the participating Palm Beach County law enforcement agencies

SECTION 2: EFFECTIVE DATE

This MOU shall be effective as of October 1, 2007, and shall continue in full force and effect up to and including September 30, 2008, unless otherwise terminated as provided herein (the "Term"). CITY and PBSO representatives shall meet and confer at least once during the Term, or more frequently if deemed necessary, to review the provisions of this MOU. If it is determined that modifications are necessary, such modifications shall be made in writing and appropriately executed by authorized representatives from each subscribing agency.

SECTION 3: ADMINISTRATION

Administration of the Grant, including disbursement, accounting, and reporting requirements, will be the responsibility of the CITY. Each subscribing agency must adhere to requirement standards set forth in the Office of Justice Programs' *Financial Guide, as amended*, and Federal OMB *Circular A-133*, as applicable. The Grant Award is attached as *Exhibit B*.

SECTION 4: DISBURSEMENT OF FUNDS

All disbursements of the Grant funds to the PBSO shall be made on a monthly reimbursement basis and are subject to the CITY's receipt of documentation indicating the use of the funds, including receipts, invoices, time sheets, payroll logs, and similar and revised documents. The submissions for reimbursements must include a letter summarizing the funding request.

SECTION 4: RECORDS

The subscribing agencies shall retain sufficient records demonstrating its compliance with the terms of this MOU for a period of five (5) five years from the date of execution of the MOU. Each subscribing agency, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the other, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not limited to, auditors retained by either subscribing agency.

SECTION 5: SCOPE OF THE AGREEMENT

5.1 To accomplish the objectives of the Grant, each subscribing agency shall assign and maintain sworn law enforcement personnel to the MALEU sufficient to provide appropriate joint coverage to Gramercy Village Community Weed and Seed Project to conduct buy/bust narcotics operations and actively attempt to decrease Part I crimes in the designated Gramercy Village Community area. Both the number and identity of officers and deputies assigned to the MALEU may be subject to change and shall remain within the discretion of each subscribing agency.

5.2 No Agency Head or his/her designated representatives shall be empowered under this MOU to operate in another jurisdiction without prior approval of the Agency Head or Designee having jurisdiction. The Agency Head's or Designee's decision in these matters shall be final.

5.3 When working jointly with law enforcement officers of the Palm Beach County Sheriff's Office, each law enforcement officer assigned to the MALEU will be empowered to render law enforcement assistance and act in accordance with the law, if a violation of Florida Statutes occurs in the presence of said law enforcement officer representing his/her respective agency in furtherance of this MOU. In addition, any such law enforcement officer engaged in MALEU activities performed pursuant to this MOU, has the authority and ability to enforce the law by any legal means necessary, including the use of force or deadly force should it be deemed necessary.

5.4 The law enforcement personnel assigned to the MALEU shall share information and work collectively to accomplish the weed and seed objectives in the designated Gramercy Village Community Area. Both subscribing agencies will exchange information to ensure accurate reporting

5.5 All original documents or reports prepared by the MALEU pursuant to this MOU, including but not limited to all citations, field interviews, juvenile contacts, and arrest and crime reports, and all physical evidence obtained during the course and scope of MALEU activities or investigations will be kept in the custody and control of the jurisdiction generating, seizing or obtaining the same.

5.6 Each subscribing agency agrees to furnish necessary personnel, vehicle and equipment, resources and facilities and to render services to each other party to the MOU as set forth herein; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

5.7 All members of the MALEU shall, under the supervision of the CITY, have access to the equipment provided for and budgeted by the Grant. Such equipment shall remain in the custody and control of the CITY and shall be used solely for MALEU activities in the Gramercy Village Community Area.

5.8 In the event of an emergency or exigent circumstance, each agency shall be authorized and permitted, if necessary to protect the health, safety and welfare of any individual or to protect any vehicle from imminent peril or damage may utilize or operate the other subscribing agency's equipment or vehicle. This provision shall only apply to activities involving law enforcement officers specifically assigned by a subscribing agency to the MALEU for the Gramercy Village Weed and Seed Project, who are actively participating in MALEU activities at the time of use and shall not extend to any other regular agency operations in the designated Gramercy Village Community Area.

SECTION 6: COMMAND AND SUPERVISOR RESPONSIBILITY

6.1 All personnel that are assigned by the CITY shall be under the immediate command of a supervising officer designated by the CITY. Such supervising officer shall be under the direct supervision and command of the Sheriff of Palm Beach County or his/her designee when conducting activities pursuant to this MOU within unincorporated area of the Gramercy Village Community Area. The activities of the MALEU shall not undermine the authority of an agency's supervisor to direct the activities of a subordinate in non-MALEU matters or in the respective agency's original jurisdiction.

6.2 The equipment that is assigned to the MALEU shall be under the immediate control of a supervising officer of the respective agency.

SECTION 7: JURISDICTION

Each agency will make every effort to handle calls for police service, which falls within its jurisdiction and duties. Each agency shall be responsible for the follow-up investigation for crimes falling within its jurisdiction, unless assistance from the other agency is requested. Cases shall not be transferred from one agency to the other for follow-up investigation without supervisory approval. Approval will be based on the totality of the circumstances and in consideration of the goal of successful disposition of the case.

SECTION 8: CONFLICTS

8.1 Whenever a law enforcement officer is rendering assistance pursuant to this MOU, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel

policies, general orders and standard operating procedures of his/her own employer, in addition to those of the other subscribing agency.

8.2 If any such rule, regulation, personnel policy, general order or standard operating procedure of the assisting agency is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control and shall supersede the direct order.

SECTION 9: CRITICAL INCIDENTS

9.1 The City of West Palm Beach Police Department agrees to adhere to the Palm Beach County Sheriff's Office General Order 522.00 (Critical Incident Investigations), which is herein incorporated by reference as *Exhibit C*, if a member of the City of West Palm Beach Police Department is involved in a "critical incident" as defined in that General Order, while rendering law enforcement assistance as set forth in this Agreement.

9.2 Further, the City of West Palm Beach Police Department agrees that if one of their law enforcement officers is involved in, or a witness to, a critical incident, the "involved" or "witness" officer will remain at the scene of the critical incident and comply with Palm Beach County Sheriff's Office General Order 522.00..

SECTION 10: HANDLING OF COMPLAINTS

10.1 Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MOU, the agency head or his/her designee of any agency that is party to this MOU shall be responsible for the documentation of said complaint to ascertain at a minimum:

- a. The identity of the Complainant;
- b. An address where the complaining party can be contacted;
- c. The specific allegation; and
- d. The identity of the employees accused without regard as to agency affiliation.

10.2 If it is determined that the accused is an employee of the other subscribing agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the other subscribing agency for administrative review.

SECTION 11: LIABILITY

Any agency engaging in any mutual cooperation and assistance, pursuant to this MOU, agrees to assume responsibility for the acts, omissions, or conduct of such agency's own employees while engaged in rendering such assistance pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Nothing in this MOU shall be deemed as a waiver of sovereign immunity.

SECTION 12: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

12.1 Under the terms of this MOU, an employee of a subscribing agency, when actually engaging in mutual cooperation and assistance of the MALEU outside of the jurisdictional limits of the employee's jurisdictional limits, but inside Palm Beach County, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which he/she is normally employed.

12.2 Any agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

12.3 Members of the MALEU from each supporting jurisdiction are employed by their local government agency of origin. Each sending agency shall be responsible for their individual employee, including all of the obligations, responsibilities, liabilities, employee benefits. Each agency will pay the salary, benefits, overtime and other compensation to the officer/deputy assigned to and participating in the MALEU, including any amounts paid or due for compensation due to personal injury or death while such officer/deputy is engaged in rendering such assistance.

12.4 The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

SECTION 13: FORFEITURE

13.1 PBSO will initiate forfeiture proceedings related to property seized by the MALEU during joint operations conducted pursuant to this MOU and occurring within the Gramercy Village Community Area. PBSO will apportion and distribute, after deduction of legal expenses, fifty percent (50%) of those assets forfeited if a Final Judgment of Forfeiture or settlement occurs, to the CITY so long as the CITY's law enforcement officer is on duty and actively participating in MALEU activities, and is physically present at the time and location of the seizure of the property. Any future favorable Final Judgment of Forfeiture or future settlements which are a result of the initial seizure involving the CITY's law enforcement officers actively participating in MALEU activities, and occurring within the Gramercy Village Community Area, will be allocated in the same manner as set forth above. The CITY may request information from the PBSO regarding the seized assets which are subject to apportionment under this MOU, and information regarding any related forfeiture proceedings.

13.2 The CITY will initiate forfeiture proceedings related to property seized by the MALEU during joint operations conducted pursuant to this MOU and occurring within their jurisdiction, the City of West Palm Beach. The CITY will apportion and distribute, after deduction of legal expenses, fifty percent (50%) of those assets forfeited if a Final Judgment of Forfeiture or settlement occurs, to the PBSO so long as the PBSO's law enforcement officer is on duty and actively participating in MALEU activities, and is physically present at the time and location of the seizure of the property. Any future favorable Final Judgment of Forfeiture or future settlements which are a result of the initial seizure involving the PBSO's law enforcement officers actively participating in MALEU activities, and occurring within the City of West Palm Beach, will be allocated in the same manner as set forth above. The PBSO may request information from the CITY regarding the seized assets which are subject to apportionment under this MOU, and information regarding any related forfeiture proceedings.

13.3 This section shall not apply and forfeiture assets will not be shared between the subscribing parties, if any law enforcement officer seizing property was not a part of the MALEU and participating in MALEU activities at the time the property was seized.

SECTION 14: INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this MOU of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 15: SEPARABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

SECTION 16: CANCELLATION

Any agency may cancel their participation in this MOU upon delivery of written notice to the other subscribing agency. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

SHERIFF OF PALM BEACH COUNTY,
FLORIDA

WITNESSES:

Annette Marwin
Print Name: Annette Marwin

Donna Machuca
Print Name: Donna J. Machuca

By: [Signature]
Sheriff of Palm Beach County

Date: 2/15/08

(SEAL)

CITY OF WEST PALM BEACH,
FLORIDA

ATTEST:

By: [Signature]
City Clerk

By: [Signature]
Lois J. Frankel, Mayor

Date: January 28, 2008

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

By: [Signature]
Date: 1/25/08

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

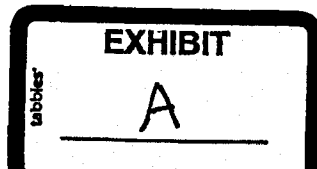
WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.



SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

Should a sworn law enforcement officer (officer) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. -

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete unreasonably it's own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate it's employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of it's employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2009**. On or about September 30, 2008, a committee will be established by the Palm Beach County Law Enforcement Planning Council in conjunction with the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

Attachment I

Atlantis Police Department
Belle Glade Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Greenacres Police Department
Gulfstream Police Department
Highland Beach Police Department
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lake Worth Police Department
Lantana Police Department
Manalapan Police Department
Mangonia Park Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Pahokee Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Beach Shores Police Department
Palm Springs Police Department
Riviera Beach Police Department
Royal Palm Beach Police Department
South Bay Police Department
South Palm Beach Police Department
Tequesta Police Department
West Palm Beach Police Department



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

August 3, 2007

Chief Delsa Bush
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33402

Dear Chief Bush:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2007 Weed and Seed Communities Competitive Program Guide and Application Kit in the amount of \$175,000 for City of West Palm Beach. This award will enable you to support activities within your designated Weed and Seed Community.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

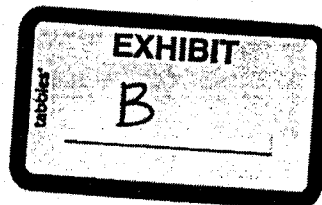
- Program Questions, Kevin D. Turnau, Program Manager at (202) 307-0948; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Regina B. Schofield
Assistant Attorney General

Enclosures





Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 3, 2007

Chief Deisa Bush
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33402

Dear Chief Bush:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968,

42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eoop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eoop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eoop.htm>.

2) Submitting Findings of Discrimination

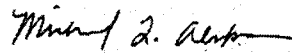
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOC, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

SUBJECT: CRITICAL INCIDENT INVESTIGATIONS			
DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
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RESCINDS	SOP 522.00		
ACCREDITATION STANDARDS			

CONTENTS:

This General Order consists of the following numbered sections:

- I. COMPOSITION OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM
- II. RESPONSIBILITY OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM. INVESTIGATORS
- III. NOTIFICATIONS
- IV. POST CRITICAL INCIDENT

PURPOSE:

The purpose of this General Order is to establish guidelines to investigate all officer-involved critical incidents and any other critical incidents, which the Sheriff's deems necessary.

SCOPE:

This order shall apply to all Sheriff's Office members assigned to the Detective Bureau.

DISCUSSION:

The Sheriff's Office in conjunction with the State Attorney's Office, will investigate all officer-involved incidents expeditiously, thoroughly and professionally in order to factually establish what occurred.

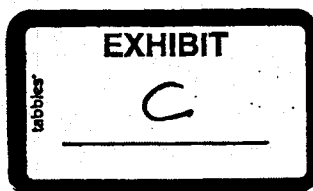
DEFINITIONS

ADMINISTRATIVE INVESTIGATION - An investigation conducted by the Bureau of Internal Affairs to determine if the actions taken during the critical incident were in compliance with Sheriff's Office procedures.

CRITICAL INCIDENT - A sworn member involved incident, on/or off-duty, which results in death or serious bodily harm or injury to a person.

CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.) - A team tasked with the responsibility of investigating critical incidents.

CRITICAL INCIDENT INVESTIGATION COORDINATOR - The Detective Bureau Commander, or designee, will act as the Investigation Coordinator and oversee all aspects of the criminal investigation.



GENERAL ORDER

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DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
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CRITICAL INCIDENT INVESTIGATION TEAM SUPERVISOR - The Critical Incident Investigation Team Supervisor will be of the rank of Lieutenant or higher, and assigned to the Detective Bureau.

CRIMINAL INVESTIGATION - An investigation conducted by the Critical Incident Investigative Team to determine if actions taken during the critical incident were in compliance with Florida Statutes.

PROCEDURES**I. COMPOSITON OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM:**

- A. The Critical Incident Investigative Team Supervisor will be of the rank of Lieutenant or higher, and assigned to the Detective Bureau. The Critical Incident Investigative Team Supervisor may, at his or her discretion, designate another supervisor to be Team Leader.
- B. One or more detectives selected from the Detective Bureau, Crime Persons Unit.
- C. The Detective Bureau Commander, or designee, will act as the Investigation Coordinator and oversee all aspects of the criminal investigation.
- D. The Critical Incident Investigative Team Supervisor will provide Communications with a "Notification List for Critical Incidents" which will be retained on file in Communications. The Critical Incident Investigative Team Supervisor will periodically update the notification list.

II. RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS

- A. If the incident involves a death of a human being, the Office of the Medical Examiner will be notified, and a request for a Forensic Investigator to respond to the scene will be made.
- B. Notify the State Attorney's Office.
- C. Preserve and collect, in conjunction with Crime Scene, evidence; including the officer's weapon(s).
- D. Oversee the processing and photographing of the scene, in conjunction with the Crime Scene Supervisor.
- E. Tape record interviews and statements given by witnesses.
- F. Conduct an on-scene walk-through and interview with all witness officers or employees. The Critical Incident Investigative Team and Crime Scene members will conduct the interview of witnesses as a fact-finding process. Critical Incident Investigative Team Investigators will advise witness officer(s) if a supplement

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report must be completed prior to going off-duty. In most cases the taped interview will serve as the officers' official report.

- G. Attempt to conduct an at-scene walk-through and interview with any civilian and/or co-defendant, none of whom can be compelled to give a statement.
- H. The C.I.I.T. supervisor will conduct an on-scene critique, either on-site, or at a place and time designated by the C.I.I.T. Supervisor, to discuss the facts and circumstances with the following personnel:
 - 1. Critical Incident Investigative Team members.
 - 2. The Commander of the Detective Bureau.
 - 3. The Crime Scene Supervisor or designee.
 - 4. The Internal Affairs Supervisor/Investigator.
 - 5. The Chief Legal Advisor or designee.
 - 6. The State Attorney or Assistant State Attorney.
 - 7. Any other personnel deemed essential by the Critical Incident Investigative Team Supervisor.
- I. The involved officer(s) will be interviewed by Critical Incident Investigative Team member, who will conduct a walk-through interview. This interview will be tape and/or video-recorded. Internal Affairs Supervisors/Investigator will not participate in the interviews or walk-through interview, but may monitor the process. The interviews of involved member(s) must be voluntary. Internal Affairs Supervisors/Investigators have the option of conducting the Administrative Investigation immediately after Critical Incident Investigative Team investigators are finished, or at a later time.
- J. The Commander of the Detective Bureau, or in his absence, the Critical Incident Investigative Team Supervisor will ensure Sheriff's Office Executive Staff are apprised of all aspects of the investigation as it progresses.
- K. All reports and statements pertaining to any investigation conducted by the Critical Incident Investigative Team will be prepared and submitted as soon as reasonably possible.
- L. The Critical Incident Investigative Team Supervisor will conduct a post incident debriefing with the Critical Incident Investigative Team members, Communications Supervisor(s), Internal Affairs Supervisor(s)/Investigator(s), Chief Legal Advisor or designee, Command Staff and the Assistant State Attorney assigned to investigate the incident.

III. NOTIFICATIONS

- A. When a police related shooting or other type of critical incident occurs involving a Sheriff's Office member, or an officer or agent from another law enforcement

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agency within the jurisdiction of the Sheriff's Office, the Watch Commander and/or Field Supervisor will notify the Critical Incident Investigative Team Commander who, upon reviewing the facts related to the incident, will determine whether the Critical Incident Investigative Team will be activated. Upon activation of the Team, the Critical Incident Investigative Team Commander will have Communications notify the following:

1. The Commander of the Bureau of Internal Affairs or designee.
 2. The Crime Scene Supervisor who will respond to the scene. Additional crime scene personnel may then be called to assist with the investigation, at the discretion of the Crime Scene Supervisor or Critical Incident Investigative Team Supervisor.
 3. The Chief Legal Advisor, who will then determine if additional personnel from the Legal Advisor's Office will be called to assist.
 4. The contracted Sheriff's Office Psychologist.
 5. The Public Information Officer.
 6. Staff page.
- B. The Watch Commander/Field Supervisor will be responsible for the following:
1. Take command of the scene and protect the evidence until the arrival of the Critical Incident Investigative Team Supervisor or designee.
 2. Secure the entire area with crime scene tape and remove all unauthorized persons, including officers not required inside the crime scene of the critical incident.
 3. Assign a sworn officer or other personnel at the scene to maintain a log. The log will contain the following information:
 - a. The names of officer(s) or other members assigned duties at the scene, and what those duties are.
 - b. The names of any person(s) who enter the scene, the time they enter the scene, reason for entering the scene, and the time they left the scene.
 4. Ensure that all witnesses, including officers, remain at the scene and are separated to ensure proper police protocol and witness credibility.

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5. Briefly speak with the involved officer(s) in order to ascertain a basic understanding of what occurred, so that affected supervisors may be briefed.
 6. Advise the member(s) involved and all witnesses not to discuss the details of the incident with any one else, regardless of rank, until they have been interviewed by Critical Incident Investigative Team. This does not preclude questions regarding the condition of the witnesses or officers by appropriate supervisory personnel. Allow the involved member(s) to confer with his or her attorney and the Sheriff's Office Psychologist, if requested. The attorney and Sheriff's Office Psychologist will be granted confidentiality rights as provided by state statute.
 7. Provide a reasonable safe environment for the involved officer(s) who are waiting to be interviewed.
 8. Ensure that the needs of the involved member(s) are being met.
 9. Immediately initiate an area canvass to locate and identify any additional witnesses who have information relevant to the critical incident. Any witnesses shall be made known to the Critical Incident Investigative Team Supervisor, the lead investigator appointed by the Critical Incident Investigative Team Supervisor, and the Commander of the Bureau of Internal Affairs or the Internal Affairs Supervisor/ Investigator appointed by that Commander.
 10. Remain at the scene and take charge of the perimeter and security until relieved by the Critical Incident Investigative Team Supervisor.
- C. The Critical Incident Investigative Team Supervisor and the Bureau of Internal Affairs Supervisor/Investigator assigned to the Critical Incident Investigation will coordinate the Criminal and Administrative Investigations and the Bureau of Internal Affairs Supervisor/Investigator assigned to the Critical Incident Investigation.
- D. The Critical Incident Investigative Team and Bureau of Internal Affairs will investigate the following critical incidents, and any other incident deemed appropriate by the Sheriff:
1. When a deputy or other sworn officer uses physical force resulting in death, or life threatening injuries likely to result in death of a human being.
 2. When a deputy or other sworn officer has shot and injured a person, or has been shot and injured, and the incident occurred within Palm Beach County, Florida.

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3. When a deputy or other sworn officer suffers a self-inflicted firearm injury, whether intentional or accidental.
 4. Any death of a person who is in the custody of any deputy, or other sworn officer, or within the care, custody, and control of any Palm Beach County Sheriff's Office correctional facility, upon request of the Commander of the Bureau of Internal Affairs, or designee.
 5. Any incident, which the Sheriff deems necessary.
- E. In the event any of the above critical incidents involving Sheriff's Office deputies or members occur inside the jurisdiction of any city in Palm Beach County, the Watch Commander will respond to the scene and monitor the situation. The Watch Commander will also ensure that the appropriate staff notification is made via Communications. The Critical Incident Investigative Team Commander is notified for determination regarding Critical Incident Investigative Team response to monitor and/or assist the investigating agency (if requested). The Watch Commander will ensure that the Commander to which the involved officer(s) are assigned, the Chief Legal Advisor, and the Commander of Internal Affairs are notified. The Commander of Internal Affairs will determine which Internal Affairs Supervisor/Investigator will respond to monitor the investigation.
1. The Watch Commander will brief the Critical Incident Investigative Team member(s) and Internal Affairs Supervisor(s)/Investigator(s) of what has occurred to that point, and then turn the investigation over to them.
 2. The Bureau of Internal Affairs has the option of conducting the Administrative Investigation immediately following the outside agency's investigation, or at a later date.
- F. The Critical Incident Investigative Team (only) will investigate the following critical incidents: - When an officer(s) or agent(s) from another law enforcement agency is involved in a critical incident within the jurisdiction of the Palm Beach County Sheriff's Office:
1. The Critical Incident Investigative Team will keep the affected law enforcement agency appraised of the progress of the investigation.
 2. The Sheriff's Office Critical Incident Investigative Team may coordinate the investigation with the other agency, or conduct the investigation independent of the other agency, if the other law enforcement agency has concurrent jurisdiction.
- G. The Bureau of Internal Affairs Supervisor(s)/Investigator(s) will be present and, if necessary, will:

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1. Conduct separate interviews with each deputy or other sworn officer, or employee.
 2. Witness officer(s) and employees are required to cooperate in the Administrative Investigation.
 - a. If a witness officer(s) or employee refuses to cooperate under the belief that he or she is a participant in the incident, the officer(s) will be treated as an involved officer.
 - b. If a witness officer(s) or employee refuses to cooperate, and he or she is not under the belief that he or she is a participant, the Internal Affairs Supervisor/Investigator shall issue a lawful order to cooperate, with the warning that disciplinary action may be taken if the officer or employee refuses to comply with the order.
- H. All releases to the media will be released through, or in conjunction with, the Public Information Officer.

IV. POST CRITICAL INCIDENT

- A. Prior to the involved officer(s) returning to duty an interview with the Sheriff's Office designated psychologist will be required. The officer(s) will also be advised of the availability of the Employee Assistance Program.
- B. The involved officer(s), while on Administrative Leave, will be available at all times for official interviews and statements regarding the incident and will be subject to recall at any time.
- C. The involved officer(s) are not to discuss the details of the investigation with anyone except the officer(s) private attorney, the Sheriff's Office Psychologist, and/or Critical Incident Investigative Team Investigators.
- D. The involved officer(s) shall not discuss the details of the Administrative Investigation with anyone other than the Supervisor(s) of the Bureau of Internal Affairs, pending the completion of the internal investigation, and acceptance by the Sheriff.



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

Grant

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33402		4. AWARD NUMBER: 2007-WS-Q7-0243	
		5. PROJECT PERIOD: FROM 10/01/2007 TO 09/30/2008 BUDGET PERIOD: FROM 10/01/2007 TO 09/30/2008	
1A. GRANTEE IRS/VENDOR NO. 596000473		6. AWARD DATE 08/03/2007	7. ACTION Initial
3. PROJECT TITLE Gramercy Village Weed and Seed		8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0
		10. AMOUNT OF THIS AWARD \$ 175,000	11. TOTAL AWARD \$ 175,000
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. sections 103-105			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Regina B. Schofield Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Delsa Bush Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Regina B. Schofield</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES		21. WS07A30175	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.
		OFC.	SUB.
			POMS
7	Q	WS 26	00 00
			AMOUNT 175000

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2007-WS-Q7-0243

AWARD DATE 08/03/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.
6. The grantee is encouraged to have at least one Safe Haven as a key element of the Weed and Seed strategy.
7. While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites. These common elements are: (1) to organize and regularly convene a Weed and Seed steering committee; (2) to maintain focus on the four components in the target neighborhood; (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems; (4) to regularly revisit goals, objectives, and the implementation strategies and schedules; (5) to adhere to the site development benchmarks as outlined in the annual Weed and Seed solicitations. Failure to substantially comply with these elements is cause to discontinue grant funding.
8. Grantee agrees that if it chooses to award mini grants (sub-grants), those mini grant awards will be made for criminal justice purposes. Grantee agrees to submit documentation of procedures for award and management of the mini grant process within 90 days of award, if they have not already done so. Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide. For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U.S.C : 3791 (a)(1). "Criminal justice" is defined as " activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."
9. Grantee agrees to submit a copy of approved Weed and Seed Steering Committee Policies and Procedures within 90 days of award.
10. The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open. These GPRA reports are due in CCDO by May 31st of each year, reporting the results from the preceding calendar year.



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2007-WS-Q7-0243

AWARD DATE 08/03/2007

SPECIAL CONDITIONS

11. Grantee acknowledges that this award has a limited obligation and payment period and is not eligible to be supplemented with funds from other fiscal years. Therefore, timely implementation of this project is encouraged.
12. The grantee/fiscal agent and Steering Committee recognizes that it must come into compliance with all new statutory requirements for Weed and Seed programs within 90 days of accepting the award. See 42 U.S.C. Section 104. This includes, but is not limited to, amending its existing Operating Policies and Procedures, consistent with guidance that will be provided by CCDO, to include the U.S. Attorney (for the District encompassing the community) and the Drug Enforcement Administration's special agent in charge (for the jurisdiction encompassing the community) as voting members of the Steering Committee.
13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
14. All specific elements of the recipient's application are subject to on-site or other verification during the term of this grant. If any material deviation from the application is discovered during this review, then recipient acknowledges that CCDO, in its sole discretion, retains all rights to remedy the problem, up to and including suspension or termination of the grant under the provision of 28 CFR Part 18.
15. The recipient may not obligate, expend or drawdown funds on this award until it has submitted a revised program narrative in accordance with governing guidelines and a Grant Adjustment Notice has been issued to remove this special condition.
16. The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued removing this special condition.
17. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.



Department of Justice
Office of Justice Programs
Community Capacity Development Office

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Dennis E. Greenhouse, Director, CCDO

Subject: Categorical Exclusion for City of West Palm Beach

The subject project involves the following:

During this project period, law enforcement efforts will focus on decreasing the number of Part 1 crimes in the area and increasing the amount of proactive patrol time officers spend patrolling the designated area. Community policing goals include improving the trust between residents (living in the target area) and the police department and increasing the number of Citizen Volunteers and Citizen Observer Patrols patrolling the designated area. Prevention, intervention, and treatment goals include increasing the likelihood that youth will complete high school and remain crime-free and improving the overall health of residents. Neighborhood restoration goals include fostering employment opportunities through job training, job fairs and entrepreneurial education and encouraging homeownership in the designated area.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) location within a 100-year floodplain.
3. A renovation which will change the basic use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.



Department of Justice
Office of Justice Programs
Community Capacity Development
Office

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2007-WS-Q7-0243

PAGE 1 OF 1

This project is supported under 42 U.S.C. sections 103-105

1. STAFF CONTACT (Name & telephone number) Kevin D. Turnau (202) 307-0948		2. PROJECT DIRECTOR (Name, address & telephone number) Craig A. Spataro Site Coordinator 600 Banyan Boulevard West Palm Beach, FL 33401 (561) 835-7196	
3a. TITLE OF THE PROGRAM FY 2007 Weed and Seed Communities Competitive Program Guide and Application Kit		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Gramercy Village Weed and Seed			
5. NAME & ADDRESS OF GRANTEE City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33402		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2007 TO: 09/30/2008		8. BUDGET PERIOD FROM: 10/01/2007 TO: 09/30/2008	
9. AMOUNT OF AWARD \$ 175,000		10. DATE OF AWARD 08/03/2007	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Community Capacity Development Office (CCDO) approved Gramercy Village as a Weed and Seed Community (WSC) effective October 1, 2007. This is the first award to implement their strategy. The designated area includes Haverhill Road on the West, Military Trail on the East, Belvedere Road on the South, and Caribbean Boulevard on the North. During this project period, law enforcement efforts will focus on decreasing the number of Part 1 crimes in the area and increasing the amount of proactive patrol time officers spend patrolling the designated area. Community policing goals include improving the trust between residents (living in the designated area) and the police department and increasing the number of Citizen Volunteers and Citizen Observer Patrols patrolling the designated area.			

Prevention, intervention, and treatment goals include increasing the likelihood that youth will complete high school and remain crime-free and improving the overall health of residents. Neighborhood restoration goals include fostering employment opportunities through job training, job fairs and entrepreneurial education and encouraging homeownership in the designated area.

The community agrees to allocate at least 50 percent of the total award to support weeding activities, including community policing

Each Weed and Seed Community is required to demonstrate its local coordination efforts and include a firm commitment of either time or resources to the project in a specific Memorandum of Understanding.

ca/cf