Agenda Item #: **3Q-1** 

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date: 9/9/08

[X] Consent [] [] Ordinance []

] Regular] Public Hearing

Department:

Submitted By: <u>PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION</u> Submitted For: <u>PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION</u>

#### I. EXECUTIVE BRIEF

**MOTION AND TITLE: Staff recommends motion to approve:** This amended and restated Interlocal Agreement (R2008-0088) with the City of Belle Glade to extend the termination date for the Youth Violence Prevention Project by 12 months, to September 30, 2009.

**SUMMARY:** The City of Belle Glade was identified as one the five cities at greatest risk for future violence as part of the Youth Violence Prevention Project (YVPP). The YVPP is in its second year of implementation and funding. The City of Belle Glade has identified space, hired a coordinator and is prepared to move forward with implementation of their plan.

The Youth Empowerment Center in Belle Glade will be located at 227 SW 6<sup>th</sup> Street in Belle Glade, Florida. The COUNTY (Facilities Development & Operations) agrees to cause the transfer of title of two mobile home vehicles at the COUNTY'S sole cost and expense. These funds are included in the FY2008 approved budget as part of the City of Belle Glade's original Interlocal Agreement (R2008-0088).

The funds are intended to cover start-up and program costs of \$300,000 (\$113,000 for relocation of a donated modular) for FY2008 and operating expenses of \$300,000 for FY2009. The funding for this Agreement will be extended by 12 months to expire on September 30, 2009. <u>District 6</u> (DW)

**BACKGROUND AND JUSTIFICATION:** On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a YVPP which would address the increase in violent firearms crimes. A Youth Violence Prevention Steering Committee was formed to bring local agencies together to create a comprehensive youth violence reduction program. The five targeted areas that became evident through violent crime mapping (GIS) analysis include Riviera Beach, West Palm Beach, Lake Worth, Boynton Beach, and Belle Glade.

Upon Board direction, the CJC created the Youth Violence Prevention Planning Steering Committee to coordinate and research the development of a YVPP. Palm Beach County experienced and continues to see an increase of shootings, generating tremendous concern on the part of the Board of County Commissioners, Criminal Justice Commission members, local law enforcement, educators and the community. (continued on page 3)

#### Attachments:

1. Amended and Restated Interlocal Agreement with the City of Belle Glade (3)

1

**Recommended by: Department Director** Approved By: Assistant County Admi histrator

#### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u> </u>				
Operating Costs		300,000	. · · ·		
External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT		300,000			
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Proposed	Budget?	Yes <u>X</u>	No		
Budget Account No.: Fund_0	<u></u>	<u>67</u> Unit <u>7</u>	<u>686</u> Obje	ct <u>8101</u>	

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

The \$300,000 for FY 2008 is included in the current budget. The proposed budget for FY 2009 is an additional \$300,000.

C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

8-11-08

and Cor

This Contract complies with our contract review requirements.

At the time of our nevicen, the Contract Was not effected and there was no poset of insurance.

Department Director

**Other Department Review:** 

Legal Sufficiency:

REVISED 9/95 ADM FORM 01

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C.

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

- 2 -

#### (continued from page 1)

The CJC utilized a national model created by the U.S. Department of Justice, Office of Justice Programs. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The research supports a multi-agency comprehensive approach is most effective. The project incorporates the model programs and the recommendations from the subcommittees.

The City of Belle Glade is the last of the five targeted sites to implement a Youth Empowerment Center. There is a renewed commitment to the project by the City's elected officials, including inkind and financial support. To-date a coordinator has been hired, a site located and an RFP released for the provision of youth services.

3 -

#### AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF BELLE GLADE, FLORIDA

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made to amend and restate AGREEMENT R2008-0088, dated October 1, 2007 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Belle Glade, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

#### WITNESSETH:

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

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

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 firearms crimes; and

WHEREAS, Florida State University College of Criminology and Criminal Justice research identified Belle Glade as one of the five areas of greatest concern; and

WHEREAS, on December 5, 2006 and January 15, 2008 the BCC approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Lake Worth to implement the Youth Violence Prevention Project; and

WHEREAS, the Youth Violence Prevention Project has been initiated in four of the five target areas; and

WHEREAS, the CITY has presented a proposal to initiate a partnership in accordance with the Youth Violence Prevention Project guidelines; and

WHEREAS, the COUNTY, previously agreed to reimburse the CITY for the expenses outlined in the Budget Narrative up to the amount of \$300,000 from October 1, 2007

Page 1 of 12

through September 30, 2008 for the Youth Violence Prevention Project, but now the parties agree as part of this Restated Agreement to accept, with use conditions, a donation of personal property in the form a County provided modular to be used as the facility from the COUNTY thereby reducing the amount of the FY 07-08 reimbursement to the City to \$187,000. The CITY'S revised budget for FY 07-08 is attached as Exhibit "A" and by this reference incorporated herein; shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Implementation Plan in Exhibit "E"; and

WHEREAS the CITY will provide services and expenditures in the targeted areas as set forth in Exhibits "A" and "B"; and

WHEREAS, the COUNTY and CITY entered into an Interlocal Agreement (R2008-0088) to partner in the Youth Violence Prevention Project (hereinafter, the Project); and

WHEREAS, the CITY and COUNTY now desire to amend said Interlocal Agreement.

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

#### SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement the Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Project Implementation Plan in Exhibit "E". The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit "A" for the Project in a total amount not to exceed \$187,000 and to provide a modular as described in Section 2 hereof. In addition, the COUNTY agrees to reimburse the CITY for FY 08-09 expenses identified in Exhibit "B": for the Project in a total amount not to exceed \$300,000.

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all non- operating expenses (capital, equipment and special event) in excess of \$500.00. All events must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked by the CITY. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY.

All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

Exhibits "A" and "B" together, fund the Program through September 30, 2009. At the end of the COUNTY funding, the CITY may elect to continue the Program with funds from sources other than the COUNTY or terminate the Agreement. In the event the CITY chooses to continue the PROGRAM after September 30, 2009 and then

Page 2 of 12

subsequently is unable to continue funding the Program through the term of this Agreement, the CITY may elect to terminate this Agreement without such termination being considered a default.

#### SECTION 2. COUNTY DONATION OF MODULAR

The COUNTY agrees to cause the transfer of title of two mobile home vehicles registered with the Florida Department of Motor Vehicles (together referred to as "Facility") with vehicle ID and title numbers of SMM10242A/100946347 and SMM10242B/100946451 respectively at the COUNTY'S sole cost and expense. The COUNTY's cost for the donation and relocation of the Facility is \$113,000. The cost of the work includes the following work items:

1) preparation of documents required for design/permitting of the work;

2) obtaining all necessary permits for the work;

3) relocation and reassembly of the Facility to the Property;

4) de-mucking of the portion of the Property on which the Facility is to be placed, if necessary;

5) plumbing and all equipment necessary to connect to City water and sewer facilities at the Property line; and

6) all electrical equipment to connect to commercial power at the Property line.

The COUNTY shall cause the Facility to be relocated to the CITY owned property located at 227 SW 6<sup>th</sup> Street in Belle Glade, Florida (referred to as the Property). The COUNTY has performed no due diligence on the Property and has no information as to the suitability of the Property for the uses contemplated under this Agreement. The CITY represents that it has performed such due diligence and that the use is allowed under CITY's code of Laws and Ordinances for the purposes contemplated by this Agreement and that the Property is otherwise suitable for the proposed use. The CITY also represents that utilities (water, sewer and electric) are available at the Property line. In the event that any use approvals or permits necessary by the CITY or any regulatory agency require off-site improvements, such improvements will be performed at the CITY's sole cost and expense. If the CITY cannot or elects not to fund such additional expenses, its only option is to seek termination of this Agreement.

In order for the Facility to be placed on the Property, the CITY shall provide the COUNTY with a scaled drawing of the property identifying the specific location and orientation of the Facility and the location of all utility (water, sewer and electric) connections at the Property line. The COUNTY shall prepare, or cause to be prepared, the drawings necessary to secure a permit for placement of the Facility as well as the utility connections and shall pursue the permits at its sole cost and expense. The CITY designates the City Manager as the person with authority to sign the permit applications as owner of the Property and designates the COUNTY and/or its Contractor as agent for the sole purposes of that permit. When all necessary permits have been received, the COUNTY shall cause the Facility to be installed pursuant to said permits and when

Page 3 of 12

complete, transfer title for the Facility to the CITY. The CITY is accepting the Facility in its "as-is" condition with no representations on its condition or fitness for use and no warranties of any kind, express or implied. The COUNTY warrants the installation work performed by the COUNTY's Contractor with regard to the re-assembly of the Facility and installation of utility connections. If the CITY believes that the installation work is faulty, the CITY shall notify COUNTY in writing to COUNTY'S Facilities Development & Operations which will determine if such a claim is covered by the warranty pursuant to its contract with the Contractor and advise the CITY as to whether the claim for work is covered by the warranty and if so, pursue same through the Contractor until corrected.

The Facility is being donated to the CITY solely for the use as a Youth Empowerment Center and the CITY is accepting title to the Facility subject to the following use conditions:

A. The Facility shall be solely and continuously used as a Youth Empowerment Center as outlined in this Agreement. Any other use of the Facility is strictly prohibited without prior written consent of the COUNTY. Use for any purpose other than those identified in this Agreement is at the COUNTY's sole and absolute discretion. In the event that the CITY 1) uses the Facility for any use other than those identified or authorized pursuant to this Agreement, or 2) ceases operations for a period of longer than 30 days for any reason other than casualty loss, the CITY will be considered in default of this provision. In the event a default occurs under this Section, the COUNTY shall have the sole right to remove the Facility from the CITY property and have title to the Facility transferred to the COUNTY. In the event that COUNTY determines that it desires to remove the Facility from the CITY property and have title transferred, the COUNTY shall do so at its sole cost and expense providing that the remaining unreimbursed expenses are sufficient to cover the cost of the removal and any other expenses incurred by the County as a result of the CITY's default. In the event that the remaining unreimbursed funds are insufficient to cover the cost of removal and any other expenses incurred by the COUNTY as a result of the CITY's default, the COUNTY may use funds due the CITY, but not reimbursed at the time of the default to cover its expenses. The CITY agrees to promptly execute the title transfer documents required to effectuate this provision within 7 calendar days of presentation.

In the event that a casualty causes the CITY to suspend the use or operation of the Facility, the CITY shall develop a plan of action to respond to the casualty within 30 days of the casualty. The plan of action shall address; 1) whether the CITY shall suspend use of the Facility permanently and dispose of the Facility and , 2) whether the CITY shall restore and repair the Facility in order to continue use and if so, the time frame for repairs or restoration. If the CITY opts to restore and repair the facility, the CITY shall provide a plan to the COUNTY regarding how to continue the Project during the restoration period or whether the programming will be temporarily suspended. The CITY shall return the Facility to its operating condition within 6 months of the casualty. In the event that the CITY fails to restore the Facility within 6 months of the casualty and resume the Project, all rights, title and interest in the Facility shall be transferred to the COUNTY and such action shall be considered a default under this Section.

Page 4 of 12

- B. The Facility shall be maintained and operated in good and safe operating condition at a level which is equal to or greater than conditions required by any licensing agency or other governmental entities operating similar facilities and programs, including capital repairs, by the CITY at its sole cost and expense. Such costs are not eligible for reimbursement pursuant to this Agreement. The CITY agrees that it shall grant access, upon request, to a representative of the Facilities Development & Operations Department to observe the conditions of the Facility and compliance with this provision, no less than two times annually. The COUNTY shall have the right to request access to the Facility to follow-up on any complaints received with regard to the condition of the Facility. In the event that Facilities Development & Operations believes that there are deficiencies pursuant to this provision, the COUNTY shall notify the CITY in writing of such deficiencies. The CITY shall then be required to submit a plan, within 14 calendar days of receipt of same for correction of the deficiencies including specific courses of action for correction as well as the timetable for implementing same. That corrective plan will be reviewed within 7 calendar days of receipt and a written approval to proceed will be sent to the CITY or comments for the CITY to further address. The CITY shall then have 7 calendar days to submit a final plan which shall be acceptable to the COUNTY in its sole discretion.
- C. The Facility shall be secured by the CITY at all times. The CITY assumes all risk of loss with respect to the Facility upon transfer of title. If the Facility is stolen, vandalized or damaged (other than casualty loss), the CITY shall repair said vandalism and/or damage at its sole cost and expense. Costs for security and any work required pursuant to this Section are not eligible for reimbursement pursuant to this Agreement unless specifically included in, and approved by the COUNTY in the Budget Narrative, Exhibit B.
- D. During the term of this Agreement, the CITY shall not assign, convey, sell, donate, or otherwise dispose of or convey the Facility without the prior written consent of the COUNTY, which may be granted or withheld at the COUNTY's sole and absolute discretion. This Section shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### SECTION 3. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Brenda Oakes, whose telephone number is (561) 355-1617.

For the purposes of Section 2 only, the COUNTY's representative shall be Audrey Wolf, Director Facilities Development & Operations Department (or her designee), 2633 Vista Parkway, West Palm Beach, FL, 33411 at 561-233-0204. The CITY agrees that it shall contact the Director or her designee first with matters regarding Section 2 and further agrees that under no conditions will the CITY contact the COUNTY'S Contractor on any matter without the written approval of Facilities Development & Operations.

The CITY'S representative/contract monitor during the term of this Agreement shall be, Lillian Tomeu whose telephone number is (561) 996-0100.

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#### SECTION 4. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including September 30, 2018 unless otherwise terminated as provided herein.

#### SECTION 5. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Project Implementation Plan delineated in Exhibit "E".

#### SECTION 6. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit "C") and monthly financial invoices (Exhibit "D") to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the city's expenditures for the Project. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibits A and B, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibits A, B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the project by the Florida State University College of Criminology and Criminal Justice. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

#### SECTION 7. ACCESS AND AUDITS

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

#### SECTION 8. BREACH/OPPORTUNITY TO CURE

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

#### SECTION 9. TERMINATION

This Section is hereby amended as follows: The COUNTY shall have the right to terminate this Agreement for any reason whatsoever or no reason at all upon 30 days

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notice. In the event of termination by COUNTY for any reason other than default, the COUNTY's only obligation is to pay the CITY any reimbursable expenses incurred as of the date of the notice. In the event of termination by COUNTY for any reason other than default, the CITY shall be relieved of all modular donation conditions identified in Section 2 of this Agreement.

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The CITY's only option to terminate this Agreement prior to September 30, 2009 is in the event that it elects not to fund off-site improvement costs required by regulatory agencies pursuant to Section 2 of this Agreement. In the event that the CITY elects to terminate pursuant to this specific provision AND if the election occurs prior to relocation of the Facility, the Agreement will be immediately terminated in its entirety. In the event that the CITY terminates the Agreement due to discontinuation of funding described in Section 1 at any time between October 1, 2009 - September 30, 2013, the COUNTY shall have the sole right to remove the Facility from the CITY property and have title to the Facility transferred to the COUNTY, at the COUNTY's sole cost and expense. Such right shall be exercised within 60 days from receipt of notice from the CITY. If the COUNTY opts to not remove the Facility, the CITY shall be relieved of all modular donation conditions identified in Section 2 of this Agreement. In the event that the CITY terminates this Agreement due to discontinuation of funding described in Section 1, at any time between October 1, 2013 and September 30, 2018 the CITY, at the time of termination, shall be relieved of all modular donation conditions identified in Section 2 of this Agreement.

If the CITY fails, neglects or refuses to perform any term or condition of this Agreement, the COUNTY shall have the right to 1) terminate this Agreement by written notice to the CITY, or 2) grant the CITY a reasonable period of time within which to cure such default. In the event that the COUNTY elects to allow the CITY to cure said default as set forth herein and the CITY fails or is unable to cure such a default within the applicable time period, COUNTY shall have the right to terminate this Agreement. In the event that the COUNTY elects to terminate this Agreement, the CITY shall convey title to possession of the Facility to the COUNTY pursuant to Section 2 of this Agreement.

In the event of the termination of the Project by either party under this or subsequent agreements, the items purchased pursuant to Section 1 of this Agreement shall be immediately transferred to the COUNTY.

If the COUNTY fails, neglects or refuses to perform any term or condition of this Agreement for which a specific remedy is not set forth in this Agreement, the CITY shall have the right to 1) grant COUNTY a reasonable period of time within which to cure such default during which time the COUNTY shall utilize reasonable efforts, excluding bringing suit, to remedy such default; or 2) seek specific performance of the terms hereof. In the event that CITY elects to allow the COUNTY to cure said default as set forth herein, and the COUNTY is unable to cure such default within the applicable time period for any reason, then CITY shall have the right to seek specific performance as set forth herein.

# SECTION 10. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the Page 7 of 12 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 11. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY:

Michael L. Rodriguez Executive Director Criminal Justice Commission 301 N. Olive Ave., Suite 1001 West Palm Beach, Florida 33401

With a copy to:

Dawn Wynn, Assistant County Attorney 301 North Olive Avenue, 6<sup>th</sup> Floor West Palm Beach, FL 33401

Audrey Wolf, Director Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL, 33411

For the CITY:

Mayor Steve Wilson City of Belle Glade 110 Dr. Martin Luther King, Jr. Blvd Belle Glade, FL 33430

### SECTION 12. 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 CITY.

#### **SECTION 13. FILING**

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

#### SECTION14. LIABILITY

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

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#### **SECTION 15. REMEDIES**

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

### SECTION 16. EQUAL OPPORTUNITY PROVISION

The COUNTY and the CITY 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 17. INSURANCE BY CITY OF BELLE GLADE

Without waiving the right to sovereign immunity as provided by *s*.768.28 F.S., CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 F.S.*, CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

#### **SECTION 18. NOTICES**

The CITY, and its subcontractors, shall include information in all public announcements, advertisements and printed materials relating to the Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners.

# SECTION 19. CRIMINAL HISTORY RECORDS CHECK

In accordance with FS 435, the CITY shall conduct a Criminal History Records Check Page 9 of 12 including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants.

# SECTION 20. REGULATIONS; LICENSING REQUIREMENTS:

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY 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 21. CAPTIONS**

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

#### SECTION 22. SEVERABILITY

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

#### SECTION 23. ENTIRETY OF AGREEMENT

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

This section intentionally left blank

Page 10 of 12

# SECTION 24. WRITTEN AMENDMENT

This Amended and Restated Agreement shall not take effect until executed by the CITY and COUNTY.

This Agreement may be modified and amended only by written instrument executed by the parties hereto

By:

#### ATTEST:

By:\_

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

Sharon R. Bock, Clerk and Comptroller

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Addie L. Greene, Chairperson

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

**Deputy Clerk** 

By:\_

**County Attorney** 

#### APPROVED AS TO TERMS AND CONDITIONS

By:\_\_

Michael L. Rodriguez, Executive Director Criminal Justice Commission

# APPROVED AS TO TERMS AND CONDITIONS

By:

Audrey Wolf, Director Facilities Development & Operations

Page 11 of 12

(SEAL)

WITNESSES:

CITY: Mayor Steven Wilson Belle Glade, FL

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Page **12** of **12** 

2007-2008 UNIFORM BUDGET	
	•
Full Name of Funder	
Palm Beach County, Criminal Justice Commission	

	Funding Period:
From: October 1, 2007	To: <u>September 30, 2008</u>

City of Belle Glade	110 Dr. Martin Luther King Jr. Blvd. W
Office of the City Manager	Belle Glade, FL. 33430
Telephone Number	Fax Number
561-996-0100	561-996-2435

Prep	ared By
Signature	Typed Name and Title
Date Submitted	Telephone Number
	561-996-0100

Authorize	ed Signature
Signature	Title
Typed Name	Date

Exhibit A

#### FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

Page 1 of 4

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PBC Requested Amount	Balance Amoun
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	\$85,33
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\$187,000	\$85,335
	PBC Requested Amount

All Financial Information Rounded to Nearest Dollar

#### Exhibit A

Page 2 of 4

Agency: <u>City of Belle Glade</u>

Proposed Budget For Year Ending:

September 30, 2008

EXPENDITURES	PBC Requested	
EXPENDITURES	Amount	<b>Balance</b> Amount
18. Salaries - Coordinator	37,103	
19. Employee Benefits		ang an
a. FICA	3242.00	
b. FL Unemployment	303.34	anna an an an an an ann an ann an an an
c. Workers' Compensation	133	and a second
d. Health Plan	10,924	a management of a special static figure and special special static structures of the special static structure a
e. Retirement	5,627	a martin dala dalamini mantanya karandakan dala anya sara watana dala sa anya sa ana ana dalamini dalamini dala
20. Sub-Total Employee Benefits	\$20,230	\$0
21. Sub-Total Salaries & Benefits	\$57,333	\$0
22. Travel		an structure and the structure construction of the structure of the structure of the structure s
a. Travel/Transportation	\$300	สมารรรมสารที่ได้ได้มีเป็นสารสารสุดสารที่สารสารที่ได้เสียสารที่เป็นสารสารที่ (17.6.4.7.15.6684)
b. Conferences/Registration/Travel		a unit marting and an and a state of the state
23. Sub-Total Travel	\$300	\$0
24. Building/Occupancy		
a. Land (\$1.50x22,000 sqft = \$33,000)City contribution		\$33,000
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$33,000
26. Communications/Utilities		
a. Telephone	\$750	an fan en alson fan Millighau de Maria angener ann fear an de starre Filler a' y a' theorem an anne
b. Postage & Shipping	\$300	an a
c. Utilities (Power/Water/Gas) (City Contribution)	\$2,000	3,500
27. Sub-Total Communications/Utilities	\$3,050	\$3,500

'All Financial Information Rounded to Nearest Dollar

#### Exhibit A

EXPENDITURES	PBC Requested Amount	Balance Amount
8. Printing & Supplies		
a. Office Supplies- furniture/tables/chairs	3,500	anno aide an 1910 an an Britanna 1976 an ann a tha ann an Anna ann an anna ann an Anna Anna An An Anna ann
b. Program Supplies - games, cards, dvds, cds, books, card tables and chairs, educational materials will be		
used for the recreational use of the facility targeting 50 youth per day. Other program supplies will be part	700	· · · ·
of contracted support services.	1,200	and a province of the definition of the constraints of the first of the constraints with the source of
c. Printing & Publications		
9. Sub-Total Printing & Supplies	\$5,400	\$0
0. Food Service - after school refreshments for 50 participants per day for 365 days @ \$1/day.	750	(
1. Other		
a. Professional Fees/Contractual/Legal		Construction of Section Construction Construction Construction Construction Construction
b. Insurance	1,400	
c. Building Maintenance (City Contribution)	in consistent and an experimental of the second	9,500
d. Equipment Rental & Maintenance - maintenance of computer equipment, office equipment; equipment		
rental for activities and events such as grand openings and other related milestones.	7,000	anongongan mereparangan kerangkan terupakan dari sebagai kerangan kerangan kerangan kerangan kerangan kerangan
e. Specific Assistance to Individuals - fees for teen to join organized activities - i.e. league sports, clubs	antan diamatria manda manda anta ang dikanan kata ang dikana kata sa	and a set of the set of the second definition of the second second second second second second second second se
f. Membership Dues - and subscriptions to publications related to teen programing, membeships to	· · · ·	
organizations like FRPA that offer networking opportunitiies and training sessions with others operating		1 
similar facilities around the country.	CPMAANPROVIDERAMING, THIN IN THE ANY METAL MANALOGI MANALMARPHONOLOGIC PLATERA MALE 	ervertier im die zu erstellingen werden die Frankrikken stellten verste verschieden eine sollten.
g. Training & Development - Staff training, all day session, with nationally recognized youth programs		
trainer. h. Awards & Grants (Awarded to organizations to provide services to youth)	56,500	and the second
11. Awards & Granis (Awardea to organizations to provide services to youth)	a ana amin'ny fanisara amin'ny fanisara amin'ny fanisara amin'ny fanisara amin'ny fanisara amin'ny fanisara ami	n na kana manga kana manga kana kana sa yang pana sanan na kana kana kana kana kana ka
1.		
Payments to Affiliated Organizations -	a nazy na z na z star z starova je je na je za je na se za je na na se starova je na je na na na se starova na	entering contractions and choice - and choice of the second second second second second second second second se
j. Payments to Non Affiliated Organizations		e conservationed destriggen approved conservations in conservations of the base
k. Miscellaneous - Security Installa	\$2,500	en daarden verste kerken van de sterken de sterken de sterke de sterke de sterke de sterke de sterke de sterke
		•
32. Sub-Total Other	\$67,400	\$9,500

Agency: City of Belle Glade

Proposed Budget For Year Ending:

Page 3 of 4 September 30, 2008

Exhibit A

FORM A: INDIVIDUAL PROGRAM DODGET MARK		Page 4 of 4
<ul> <li>33. Equipment Purchase (capital items)         <ul> <li>a. Dodge 12 passenger van</li> <li>b. Stationery Games (Billiards table, foosball)</li> <li>c. Technology Training Program Hardware &amp; Software</li> </ul> </li> </ul>	\$43,000 \$2,000 \$7,767	\$0
31. Sub-Equipment Purchase (capital items)	\$52,767	\$0
34. Indirect/Administrative Costs ( City Contribution)		• 39,335
35. Total Expenditures	\$187,000	\$85,335
36. Total administrative cost of program		·

All Financial Information Rounded to Nearest Dollar

# FORM A-1 PERSONNEL BUDGET NARRATIVE

Exhibit A

# FOR FUNDER: Palm Beach County, Criminal Justice Commission

<u>1</u> of <u>1</u>

#### City of Belle Glade

Program: Youth Empowerment Centers

Budget for Fiscal Year October 1, 2007 - September 30, 2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Personnel Positions/Salaries	% of Time	Agency Salary	Da From		Number of Pay Periods	Salary Per Pay Period	Percentage of Total Salary	Amount	Total
Youth Violence Prevention Coordinator	100.00	52300.00	10/1/2007	9/30/2008	26.00	2011.53	100.00	52300.00	
			······································						
				· · ·					
						<u> </u>	<u> </u>	]	

#### Exhibit A

#### FORM C: TOTAL AGENCY BUDGET BY PROGRAM

Page 1 of 4

Agency: <u>City of Belle Glade</u>			get For Year E	Inding:	September 30, 2008		
REVENUES							
	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items							Total
PROGRAM NAME							Budget
1. Funds from Government Sources							
1a. Dept. of Children & Families							\$0
1b. Palm Beach County (Specify)	187,000						\$187,000
1c. Children's Services Council							\$0
1d. Federal (Specify)							, \$0
1e. School District					·		\$0
1f. Other -City of Belle Glade							\$0
2. United Way							
2a. United Way of Palm Bch Cty							\$0
2b. United Way/Community Chest							\$0
2c. Other United Way							\$0
3. Foundation (Specify)						· · · · ·	\$0
4. Fund Raising	-						\$0
5. Contributions, Legacies & Bequests							\$0
6. Membership Dues							\$0
7. Program Service Fees and Sales							\$0
8. Investment Income							<b>\$</b> 0
9. In-Kind (City of Belle Glade)		76305.00					\$76,305
10. Miscellaneous Revenue							\$0
11.Total Revenues	\$187,000	\$76,305	\$0	\$0	\$0	\$0	\$263,305

Agency: <u>City of Belle Glade</u>

#### Proposed Budget For Year Ending:

September 30, 2008

EXPEI	NDITURES (1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Items							Total
PROG	RAM NAME							Budget
12.	Salaries	37,103						\$37,10
13.	Employee Benefits a. Employee Benefits	20,230						\$20,23
	b. Payroll Taxes & Unemployment							
14.	Sub-Total Salaries and Benefits	\$57,333	\$0	\$0	\$0	\$0	\$0	\$57,333
15.	Travel a. Travel/Transportation	300						\$30
	b. Conferences/Registration/Travel	0						\$
16.	Sub-Total Travel	\$300	\$0	\$0	\$0	\$0	\$0	\$30
17.	Building/Ownership/Occupancy a. Rent(City Contribution)		23970.00					\$23,97
	b. Depreciation				·			
	Sub-Total Bldg/Ownership/Occupancy	\$0	\$23,970	\$0	\$0	\$0	\$0	\$23,97
18.	Communications/Utilities a. Telephone	750						\$75
	b. Postage & Shipping	300.00	•					\$30

Exhibit A

Page 2 of 4

Agency: <u>City of Belle Glade</u>

Proposed Budget For Year Ending:

September 30, 2008

EXPE	NDITURES (1)	(2) .	(3)	(4)	(5)	(6)	(7)	(8)
	Items							Total
PROG	RAM NAME					· · ·		Budget
	c. Utilities (Power/Water/Gas) (City Contribution)	2,000	3,500					\$5,50
19.	Sub-Total Comm/Utilities	\$3,050	\$3,500	\$0	\$0	\$0	\$0	\$6,55
20.	Printing & Supplies							
	a. Office Supplies	3,500						\$3,50
	b. Program Supplies	700						. \$7(
	c. Printing & Publications	1,200						\$1,20
21.	Sub-Total Printing & Supplies	\$5,400	\$0	\$0	\$0	\$0	\$0	\$5,40
22.	Food Service	750						\$7
23.	Other							
	a. Professional Fees/Contractual/Legal	0	· · ·		· · · · · · · · · · · · · · · · · · ·			
	b. Insurance	1,400	0.00					\$1,4
	c. Building Maintenance		9500.00					\$9,5
	d. Equipment Rental & Maintenance	7,000						\$7,0

Exhibit A

Page 3 of 4

Page	4	of 4	

Agency: <u>City of Belle Glade</u>

#### Proposed Budget For Year Ending:

September 30, 2008

EXPENDITURES							
	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Items							Total
PROGRAM NAME							Budget
e. Specific Assistance to Individuals							\$0
f. Membership Dues							\$0
g. Training & Development	-				···		\$0
h. Awards & Grants	56,500						\$56,500
i. Payments to Affiliated Organizations							\$0
j. Payments to Non Affiliated Organizations							\$0
k. Miscellaneous	2,500		·				\$2,500
24. Sub-Total Other	\$67,400	\$9,500	\$0	\$0	\$0	\$0	\$76,900
25. Equipment Purchase (capital items)	52,767	0.00					\$52,767
26. Indirect/Admin Costs		39335.00					\$39,335
27. Total Expenditures	\$187,000	\$76,305	\$0	\$0	\$0	\$0	\$263,305

Exhibit A

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# FORM C-1: TOTAL AGENCY SALARIES BY POSITION FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

For Year Ending September 30, 2008

	Position Title	Position Title # of Positions Total Salari		
1	Youth Violence Coordinator	1.00	52,300	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

# 2008-2009 UNIFORM BUDGET Full Name of Funder Palm Beach County, Criminal Justice Commission Funding Period:

From: October 1, 2008

To: September 30, 2009

Full Legal Name of Agency	Local Address of Agency
City of Belle Glade	110 Dr. Martin Luther King Jr. Blvd. W
Office of the City Manager	Belle Glade, FL. 33430
Telephone Number	Fax Number
561-996-0100	561-996-2435

Prepa	ared By
Signature	Typed Name and Title
Date Submitted	Telephone Number

Authorize	d Signature
Signature	Title
Typed Name	Date .

#### FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

Page 1 of 4

Agency: City of Belle Glade	Proposed Budget For Year Ending:	<u>Septembe</u>	er 30, 2009
Program: Youth Empowerment Center			
		PBC Requested Amount	Balance Amount
REVENUES		Amount	Dalance Amount
1. Funds from Government Sources	<ul> <li>- 2</li></ul>	annal aranna heann caraanaa halaan ahalaha ku ista caraanaa aa ahaanaa caraanaa ku karaanaa ku karaanaa ah	anna an
anaan aming an uu sagadh du anuu u sigadh du an annan an suu suu suu suu suu suu suu suu suu su		алар ул маниматылан как текстек түрөнү жылгар жаргар жарар улар улар улар улар жарар как жарар жара жарамдар жа Как кул	and a second and the
2. Dept. of Children & Families		n mango un sta un una de la reconstruction del la signation del securito de la securito de la securito de la se	48°ee manung ungungi (Ministrontonia maananana pasama pasama pasama pasama panjarana ing manasir pasama pasama
			nalah salah mempingkan dengan kanya kan
3. Palm Beach County (Specify) Criminal Justice Commission	)) 	300,000	ande for landste follower: "Descours of the construction of the following sector and the sector of the
	най та та та служата. Полболого с бабриба си сима и рибойн бил области рабойна у улокобиритория <del>Алмерика и и и</del> рибойн улокобиритория. Г	, Name is a subsection of the momentum statement of the subsection	рацьентриналаціяни Асандарда саланникана на 1938 до Репланталиськи марактичника (1939
4. Children's Services Council		NY SECTION OF THE REAL PROPERTY AND AND AN ADDRESS OF THE PROPERTY AND ADDRESS AND ADDRESS AND ADDRESS AND ADDR	edacularization la <sup>d</sup> a s <sup>a v</sup> il a la construit d'arres nation activit d'arresta.
		а уширали коллектанулаг армилаатаа сулол коло ( Resnapping) ул кулич 40 сулол жай закоби какемина и коло ничкор коли	na na sana ana ang ang ang ang ang ang ang ang
5. Federal (Specify)	a second a second a second a second	nangelogen i Kanangelogen kanangelogen kanangelogen kanangelogen kanangelogen kanangelogen kanangelogen kanange	and commentant and an
n	1979 - 1977 - Marine Marine, 1977 - 1977 - 1979 - 1945 - 1945 Marine Marine Andrew Marine M	veneza u se se negative actoria esta constructive constructive constructive del de casta de constructive pose a	In a mainten ar 'n mainfalle and an
6. School District	an a	andar man maraka kananza na ana ina ana ina mara na maraka kana kana kana ana maraka maraka maraka maraka marak	analar nga kurapananyan anala kanananan napalarananan lukasa sananan susat s
PRAME BARKIN OF PANISIS . B. E.D	1. S.	NOTING REFERENCES OF STREET FOR THE STREET STRE	with a subset of the West and $\tau$ transmised from the statement $1$ and $10^{-5}$ , $10^{$
7. Other (Specify)	алан ал	war war na talan a sa war a sa war war a sa a sa a sa a	The area of the second structure of the second construction of the second seco
Nexteen state of the NEXTERNAL AND STATE AND STATES A	<ul> <li>Evolution of the second se Second second s Second second seco</li></ul>	чила на наконовината околиско полиското с деля ножносто собраните полиски и какономи и какономи и на прогодини Полиски	naranan mananangga kerana di kalawa kerangan dan kerangan di sebahar di sebahar di sebahar di sebahar di sebahar T
8. United Way	- Construction of the second s second second s second second s second second s second second se	алын алтын элтэний мажи жилтээстээр үүрэг тээх ү мөлүрэгээн ийлтэн үүнэг үүлэг үүрэг үүрэг улаас нэг үүрэснэг	and a second statement of the second s
8a. United Way of Palm Bch Cty		ании на станувание и лании линистричение сметин и издерокации и стоя при изберование собрание и собрание и собр	а адмирата на спистана је ја умиричној с кара у сила и накомита кара е и чат на села и деном (уми). Нако и кај е
8b. United Way/Community Chest		n se en anna an	Landing of the second statement of the second statement of the second statement of the second statement of the
8c. Other United Way		ан наша и кранита закова. У милото у 30 калото на 1 м и - ра до кото состокото на миро про кала, и закото на манадала (193	a scholorning projek formula folkova kontar sa
9. Foundation (Specify)		Antoningerändert der Köntensteinen volgenannen son der Köntensteinen der Statischer (Köntensteinen der Köntenst	a an
		and a function of the second	
10. Fund Raising			n Den nåret först Mättigganssonna för danna för danna sökan som som ander som
11. Contributions,Legacies & Bequests			a and an address of the second and a second according to the second according to t
12. Membership Dues		consected and the second s	a a la cara mang can na mang mang mang mang mang mang mang
13. Program Service Fees and Sales		алаканын каланал талаат калан талар талар калан калар кал Калар калар кала	n menangan ang ang ang ang ang ang ang ang a
14. Investment Income		an an ang ang ang ang ang ang ang ang an	\$74,69
15. In-Kind (COBG)	(1) A. P. L. C. D. C. P. C. M. COMP. P. M. R. (2) State in Association State Action State (Complementary State Stat State State S	n an	
16. Miscellaneous Revenue			
17.Total Revenues		\$300,000	\$74,690

All Financial Information Rounded to Nearest Dollar

Page 2 of 4

Agency: <u>City of Belle Glade</u>

Proposed Budget For Year Ending:

<u>September 30, 2009</u>

	PBC Requested	
EXPENDITURES	Amount	<b>Balance</b> Amount
18. Salaries - Coordinator	\$52,300	
19. Employee Benefits		an a
a. FICA	\$4,001	Mananda un Mananda and An <u>ana Sana ang Kanapan</u> a kanapana kang pang di sepana kanan sa kanan sa ang kanan kanan s
b. FL Unemployment	\$283	na waa waxaa maana ka waxaa waxaa waxaa waxaa ka ka waxaa da waxaa ka waxaa ka waxaa ka waxaa waxaa ka waxaa wa
c. Workers' Compensation	\$150	anna anna an far ann an ann an ann an ann an ann an an a
d. Health Plan	\$10,990	P
e. Retirement	\$3,661	anangan madi din 19 majari Nakadan menerikan sering menyengi pertakatan dina kerang di kerangan sering sering -
20. Sub-Total Employee Benefits	\$19,085	\$0
21. Sub-Total Salaries & Benefits	\$71,385	\$0
22. Travel	connec taleventenes forait anyweither an antiker a water and a connection of the statement of	an se al a sur a su managementa de anticipation de 1000 e az -15 des 10000
a. Travel/Transportation/Fuel	\$4,500	and the mean state of the complete the state of the state
b. Conferences/Registration/Travel	8/10/2012/11/19/11/19/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2014/11/2	an chan ann an ann a tharach agus an an ann an an ann an ann an ann an an
23. Sub-Total Travel	\$11,195	\$0
24. Building/Occupancy	mineren autoriar ersen italiatziariariariariariariariariariariariariari	
a. Land (\$1.50x22,000 sqft = \$33,000) City contribution	anan menangan angkan angkan ang deberupakan kana berupakan serupakan serupakan serupakan serupakan serupakan se T	\$33,000
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$33,000
26. Communications/Utilities	مستعمر والمعتقد والمراقبة والمعتقد والمعتقد والمعتقد والمعتقد والمعتقد والمعتقد والمعتقد والمعتقد والمعتقد والم	a sama panan wange dasa kecamatangan perioda ana kara karaka dari wasala dari karaka dari ka
a. Telephone	\$4,600	Beautifunction and a State and a second second second as the State and State State and State and State State and State and Stat State and State
b. Postage & Shipping	\$350	a na an
c. Utilities (Power/Water/Gas)	\$7,000	
27. Sub-Total Communications/Utilities	\$11,950	<b>\$0</b>

.

All Financial Information Rounded to Nearest Dollar

Exhibit B

Page 3 of 4

EXPENDITURES	PBC Requested Amount	Balance . Amount
28. Printing & Supplies	7,500	
<ul> <li>a. Office Supplies</li> <li>b. Program Supplies - games, cards, dvds, cds, books, card tables and chairs, educational materials will be used for the recreational use of the facility targeting 50 youth per day. Other program supplies will be part of contracted support services.</li> </ul>	5,000	
c. Printing & Publications	1,200	
29. Sub-Total Printing & Supplies	\$13,700	\$0
<b>30. Food Service -</b> after school refreshments for 50 participants per day for 365 days @ \$1/day.	\$9,125	\$0
31. Other	40.000	
a. Professional Fees/Contractual/Legal - Off Duty Deputy Permit	40,000 10,000	ana dananya kawa kali na mangana ana kangana kangana kana na kana ka
b. Building Insurance	1,145	\$2,355
c. Building Maintenance (City Contribution)		
d. Equipment Rental & Maintenance - maintenance of computer equipment, office equipment; equipment rental for activities and events such as grand openings and other related milestones.	3,000	and an excellence of the processing of the constraints of the processing of the constraints of the const
e. Specific Assistance to Individuals - fees for teen to join organized activities - i.e. league sports, clubs		an a
f. Membership Dues - and subscriptions to publications related to teen programing, membeships to organizations like FRPA that offer networking opportunities and training sessions with others operating similar facilities around the country.	Proventierweite Prote - 1976 - 2010/00 Network of Proteinsteiner	an saan saan ay ka ahaa ahaa ahaa ahaa ahaa ahaa aha
g. Training & Development - Staff training, all day session, with nationally recognized youth programs trainer.	5,000	wears of constraints were derived as wears and the wears of the second statements of the second statements and the second
h. Awards & Grants (Awarded to organizations to provide services to youth)		A MARIN DATING A MARING A MANAGAMATING TANAN ANG ANA AN
i.		
Payments to Affiliated Organizations -	an managanan managangan da santatan da mangananan yapapana di a mangan	na ann a mairteach an faige ann ann an thairteach an ann mar a' 19 ann an Ann ann an Ann an Ann an Ann an Ann a
j. Payments to Non Affiliated Organizations		an mala an
k. Miscellaneous ( Security Maintenance and Monitor)	. \$2,500	an a
32. Sub-Total Other	\$162,645	\$2,355

<u>September 30, 2009</u>

#### Exhibit B

# FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE

•	of	A	

	T	Page 4 of 4
<ul> <li>33. Equipment Purchase (capital items)</li> <li>a. Center Equipment</li> <li>b. Nutrition Program Equipment</li> <li>c. Technology Training Program Hardware &amp; Software</li> </ul>	\$10,000 \$5,000 \$5,000	
34. Sub-Equipment Purchase (capital items)	\$20,000	\$0
35. Sub-Indirect/Administrative Costs ( City Contribution)	\$0	\$39,335
36 Total Expenditures	\$300,000	\$74,690

All Financial Information Rounded to Nearest Dollar

# FORM A-1 PERSONNEL BUDGET NARRATIVE

FOR FUNDER: Palm Beach County, Criminal Justice Commission

<u>1</u> of <u>1</u>

•

City of Belle Glade

Program: Youth Empowerment Centers

Budget for Fiscal Year October 1, 2008 - September 30, 2009

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Personnel Positions/Salaries	% of Time	Agency Salary	Da From		Number of Pay Periods	Salary Per Pay Period	Percentage of Total Salary	Amount	Total
Youth Violence Prevention Coordinator	100.00	52300.00	10/1/2008	9/30/2009	26.00	2011.53	100.00	52300.00	
				······································					
			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		<u>,</u>			
								l	

Page 1 of 4

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Agency: <u>City of Belle Glade</u>		Proposed Bud	lget For Year E	September 30, 2009			
REVENUES							(8)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	Total
Items							
PROGRAM NAME							Budget
1. Funds from Government Sources					·		\$0
1a. Dept. of Children & Families							\$300,000
1b. Palm Beach County (Specify)	300,000						\$300,000
1c. Children's Services Council							\$0
1d. Federal (Specify)							\$0
1e. School District							\$0
1f. Other -City of Belle Glade							<u>۵</u> 0
2. United Way				. <u></u>			\$0
2a. United Way of Palm Bch Cty						in	\$0
2b. United Way/Community Chest							
2c. Other United Way	· · ·						\$0 \$0
3. Foundation (Specify)							\$0
4. Fund Raising	-						
5. Contributions, Legacies & Bequests					ļ		\$0 \$0
6. Membership Dues							\$0
7. Program Service Fees and Sales					<u> </u>		
8. Investment Income							\$0
9. In-Kind (City of Belle Glade)		74690.00					\$74,690
10. Miscellaneous Revenue							\$0
11.Total Revenues	\$300,000	\$74,690	\$0	\$0	\$0	\$0	\$374,690

Page 2 of 4

Agency: <u>City of Belle Glade</u>

\_\_\_\_\_

Proposed Budget For Year Ending:

September 30, 2009

EXPE	wDITURES	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Items			· · ·				Total
PROG	RAM NAME							Budget
12.	Salaries	52,300						\$52,300
13.	Employee Benefits a. Employee Benefits	19,085						\$19,085
	b. Payroll Taxes & Unemployment							<u></u>
14.	Sub-Total Salaries and Benefits	\$71,385	\$0	\$0	\$0	\$0	\$0	\$71,385
15.	Travel a. Travel/Transportation	4,500						\$4,500
	b. Conferences/Registration/Travel	6,695						\$6,695
16.	Sub-Total Travel	\$11,195	\$0	\$0	\$0	\$0	\$0	\$11,195
17.	Building/Ownership/Occupancy a. Rent(City Contribution)		33000.00					\$33,000
	b. Depreciation							
	Sub-Total Bldg/Ownership/Occupancy	\$0	\$33,000	\$0	\$0	· \$0	\$0	\$33,000
18.	Communications/Utilities							
	a. Telephone	4,600						\$4,600
	b. Postage & Shipping	350.00		. <u> </u>				\$350

Page 3 of 4

Agency:	City of Belle Glade			Proposed Bu	dget For Year I	Ending:	<u>Septembe</u>	er 30, 2009
EXPEN	DITURES (1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Items							Total
PROGR	AM NAME							Budget
	c. Utilities (Power/Water/Gas) (City Contribution)	7,000						\$7,000
19.	Sub-Total Comm/Utilities	\$11,950	\$0	\$0	\$0	\$0	\$0	\$11,950
20.	Printing & Supplies							
	a. Office Supplies	7,500						\$7,500
	b. Program Supplies	5,000						\$5,000
	c. Printing & Publications	1,200						\$1,200
21.	Sub-Total Printing & Supplies	\$13,700	\$0	\$0	\$0	\$0	\$0	\$13,700
22.	Food Service	9,125						\$9,125
23.	Other							
	a. Professional Fees/Contractual/Legal	40,000						\$40,000
	b. Insurance	10,000						\$10,000
	c. Building Maintenance	1,145	2355.00					\$3,500
	d. Equipment Rental & Maintenance	3,000						\$3,000

· Exhibit B

Page 4 of 4

Agency: <u>City of Belle Glade</u>

#### Proposed Budget For Year Ending:

September 30, 2009

.

EXPE	NDITURES							
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Items							' Total
PROG	RAM NAME							Budget
	e. Specific Assistance to Individuals	1,000						\$1,000
	f. Membership Dues							\$0
	g. Training & Development	5,000						\$5,000
	h. Awards & Grants	100,000						\$100,000
	i. Payments to Affiliated Organizations							\$0
	j. Payments to Non Affiliated Organizations							\$0
	k. Miscellaneous	2,500						\$2,500
24.	Sub-Total Other	\$162,645	\$2,355	\$0	\$0	\$0	\$0	\$165,000
25.	Equipment Purchase (capital items)	20,000	0.00					\$20,000
26.	Indirect/Admin Costs		39335.00					\$39,335
27.	Total Expenditures	\$300,000	\$74,690	\$0	\$0	\$0	\$0	\$374,690

Exhibit B

# FORM C-1: TOTAL AGENCY SALARIES BY POSITION FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

For Year Ending September 30, 2009

	Position Title	# of Positions	Total Salaries
1	Youth Violence Coordinator	1.00	52,300
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			·

# Youth Violence Prevention Project Monthly Programmatic Report

Return to: Palm Beach County Criminal Justice Commission Youth Violence Prevention Coordinator 301 North Olive Ave., Suite 1001 West Palm Beach, FL 33401

# **REPORTING MONTH:**

Organization:	
Project Name:	
Person completing this form:	

YOUTH EMPOWERMENT CENTER	Due Dates: The 10th of each month
Please indicate the total number of participants for the following categories:	following each month of services.
After-school Activities	
Career Academy:	
Comm. Outreach Program:	LAW ENFORCEMENT
Cultural Diversity Training:	Please indicate the following:
Employment Services:	License Plate Identification System
Job Training:	Total number of identifications:
Life Skills:	
Parenting Classes:	Community Oriented Policing
Safe School Program:	Total number of contacts with the public:
Teen Center:	
Tutoring:	
Mentoring:	

# JUSTICE SERVICE CENTER

Exhibit C

Please indicate the totel number of participants for the following categories:	
 Mental Health :	
 Substance Abuse:	
Probation Sanction:	
Community Service: Life Skills:	
Social Services:	
Legal Services:	1
Employment:	
Cult.Competency Training	

Please include any other information pertaining to current projects/events.

Palm Beach County Criminal Justice Commission

Exhibit D

Reimbursement Request

SUMMARY STATEMENT	OF TOTAL PROJECT	COSTS
Agency:	Project #:	
Subgrantee:		
Address:	Project Title:	
Telephone:		Claim #:
Claim Period:		
Budget Category		Category Total
Salaries & Benefits		
Other Personal / Contractual Services		
Expenses		
Operating Capital Outlay		
Indirect Costs		
	Total Claim Amount	
I hereby certify that the above costs are true and valid	l costs incurred in accordanc	e with the project agreement.
Date Signed	Project Director	
· ·	Typed Name of Project	t Director

## DETAIL OF SALARIES AND BENEFITS

Subgrantee:		County:	Claim Per	Claim Period:			Claim #:
Project #:		Project Title:	Project Title:				
Name of Employee	Job Title	Type of Work Performed on Project	Hrs. Worked on Project	Total Hrs. Worked	%	Gross Salary for Pay Period	Charges to Project
Subtotals							
Add Actual Cost of Retirement, Group Insurance, FICA Taxes, Etc. (from Page 3, Details of Benefits)							
Total Overtime Pay and Benefits (form Page 4, Details of Overtime Pay and Benefits)							
	This column tota	l must appear on Page 1, Summa	ary Statemen	t.	Total S	alaries and Benefits	

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### DETAIL OF BENEFITS

Subgrantee:	,	County:			Claim Period	:		Claim #:
Project #:			Project Title:					Telephone:
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
		-			·			
								· · · · · · · · · · · · · · · · · · ·
				<u> </u>				
	· · · · · · · · · · · · · · · · · · ·							
	This	column total must ap	opear on Page 2,	Detail of Sala	aries & Benefits	Total Charg	ges to Project	

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DETAIL OF OVERTIME PAY AND BENEFITS

Subgrantee:		County:	Claim Period:	,	Claim #:
Project #:		Project Title:		Telephone:	
Name of Employee	Job Title	Type of V Performed of	Work n Project	Hrs. Worked on Project	Charges to Project
					· · ·
	<u> </u>				
					·
L				Subtotals	
Add Actual Cost of Reti	rement, Group Insurance	, FICA Taxes, Etc. (from Page	5, Details of Benefits for	Overtime Only)	
this column total must appea	Benefits are inclue	appear on Page 2, Detail of Sal ded in the budget. If no regular tatement.	lary and Benefits, if regu Salaries and Benefits ar Total Overtime P	e included then	

DETAIL OF BENEFITS FOR OVERTIME ONLY

Palm Beach County Criminal Justice Commission

.

Reimbursement Request

Exhibit D

Subgrantee:			nty:		Claim Perio	d:	Claim #:
Project #:		Proj	ect Title:			Telephone:	
Name of Employee	Health Insurance	Life Insuranc	e Retirement	FICA	Other (List)	Total Benefits 0	Charged to Project
· · · · · · · · · · · · · · · · · · ·							
		,,,					
This column total must appear on	Page 4, Detail of C	)vertime Pay & I	Benefits Tota	I Charges to F	Project		

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

Subgrantee:	County:	Claim Period:		Claim #:
Project #:	Project Title:			Telephone:
	Description of Services Provided			
Vendor	(Provide Unit Cost if Applicable)	Date Paid	Check Number	Amount
	· · · · · · · · · · · · · · · · · · ·			
	This column total must appear on F	Page 1, Summary Stat	ement. Tota	al

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## DETAIL OF EXPENSES

Subgrantee:	County:	Claim Period:		Claim #:	
Project #:	Project Title:	Project Title:			
Vendor	Description of Item	Date Paid	Check Number	Amount	
· · · · · · · · · · · · · · · · · · ·					
	Ý				
	This column total must appear	on Page 1, Summary S	tatement. Tota	al	

.

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

Subgrantee:	County:	Claim Period:		Claim #:	
Project #:	Project Title:	Project Title:			
Vendor	Description of Prope	erty Date Paid	Check Number	Amount	
·		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	
·		• · · · · · · · · · · · · · · · · · · ·			
·			· · ·		
				· · · · · · · · · · · · · · · · · · ·	
	~		Statement. Tota		
	This column total must a	appear on Page 1, Summary S			

## DETAIL OF INDIRECT COSTS

Subgrantee:	County:	Claim Period:		Claim #:
Project #:	Project Title:			Telephone:
Vendor	Description	Date Paid	Check Number	Amount
			· · · · · · · · · · · · · · · · · · ·	
Т	his column total must appear on	Page 1, Summary Staten	nent. Total	

## Criminal Justice Commission Implementation Plan for Youth Violence Prevention Project

Each participating city, in recognition of the findings of the Criminal Justice Commission's Youth Violence Prevention Project Steering Committee that youth violence must be addressed in a comprehensive and systematic way, wishes to participate in this worthwhile project.

Each participating city agrees to:

- Abide by the requirement that all city-related projects and efforts will service the residents within the identified geographic areas as outlined by Criminal Justice Commission maps
- The city will make a commitment of building space for services within the identified geographical areas
- Design a phase-in plan, including timeline, for the creation of a Youth Empowerment Center
- Design a phase-in plan, including timeline, for a Justice Service Center
- Participate in the multi-agency task force law enforcement component of the Youth Violence Prevention Project
- Utilize the findings of the Project's 500 youth surveys to develop and prioritize youth empowerment programs
- Pay the city's portion of all goods, services, and personnel used in connection with this project
- Develop separate community advisory boards for youth and young adults
- Participate in all aspects of evaluation including data collection, data sharing, site monitoring and visits

#### Background:

The Criminal Justice Commission utilized a national model created by the U.S. Department of Justice, Office of Justice Programs for the development of the Youth Violence Prevention Project. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports that a multi-agency comprehensive approach is the most effective. The project incorporates the model programs and the recommendations from the Subcommittees.

#### Components:

### 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 include:

- 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. <u>Courts:</u>

The strategies for the Courts component are designed to divert youth from the juvenile justice system and provide the judiciary with additional sanctions.

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

### 4. Corrections:

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services 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.

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 local government, human service agencies, foundations and other funding sources. The CJC will maintain oversight until all sites have been established.

The specific programs are: Youth Empowerment Centers and Justice Service Centers in the five targeted areas incorporate all four components of the plan. Memorandums of Understanding will be completed by Criminal Justice Commission.

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
<b>Teen Center</b> Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events.	City
Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
After-school Activities Provide a variety of the latest Recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
Tutoring	City

Provide before school/after-school tutoring, including FCAT skill building	- •
Mentoring Provide mentors for youth to support and be positive role models	MOU with Big Brothers Big Sisters
Job Training Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	MOU with Workforce Alliance and Palm Beach Community College
Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at- risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee. Alliance expects to bring the selected programs to over 500 youths, both in-school and out-of-school	
Information on Resources Provide information on existing resources for youth including school programs, job training and employment opportunities, services available	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to intervene with youth in the Youth Empowerment Center area to engage them in positive activities.	City
<b>Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of	MOU with Workforce Alliance

motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement	
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Life Skills	City
Cultural Diversity Training	City

Justice Service Center	Responsibility
Develop the Justice Service Center concept in	
targeted neighborhoods in order to provide	
assistance to residents, juvenile offenders, and	
adult offenders. The Justice Service Center	
would provided services to assist residents and	
both juvenile and adult offenders either onsite or	
through referrals. These services would include	
employment, substance abuse, mental health,	
legal assistance, re-entry assistance, life skills,	
community outreach, and probation sanction	
assistance.	
Justice Service Center Facility	City
Mental Health Services	MOU with DCF
The Justice Service Center would provide	
assistance to those seeking mental health	
services. By partnering with mental health	
providers, residents and both juvenile and adult	
offenders can access services through referrals.	·
Substance Abuse Services	MOU with DCF
Substance Abuse Services- the Justice Service	
Center would be able to provide substance	
abuse counseling either onsite or through	
referrals.	
Community Service	City
Provide judges with the options of having youth	
complete their sanctions in the neighborhood	
and repay the community for their law violations.	
Employment Services	MOU with Workforce Alliance
The Justice Service Center would be able to	
provide assistance to those seeking employment	
services. By partnering with the Workforce	

Alliance and other agencies, the Justice Service Center would offer and array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
<b>Evidence Collection Training and MOU for</b>	MOU with Palm Beach Community
standardized collection	College and City
Community Oriented Policing	City
A Community Oriented Police Officer in each of	
the target areas to develop relationships within	
the neighborhood help citizens feel safer and become more involved in reducing crime in the	
area.	
drea.	
License Plate Recognition Cameras	City
To place such units in areas where stolen	
vehicles are most likely to be driven.	
Gun Safety Programs	City and MOU with Palm Beach
To develop a plan that would support gun	Sheriff's Office Violent Crimes
dealers/suppliers partnering with Law	Task Force
Enforcement to better secure their firearms.	
Most violent crimes involving firearms are from weapons that have been stolen. Helping Law	
Enforcement track people who have a potential	
for violence who purchase firearms from them.	
1: To work hand in hand with dealers on items	
that may help in the theft of guns. This would be	
any items of low cost or impact on the dealers.	
Example: concrete barriers to stop smash and	
grabs.	
2: To help identify subjects who may be gang	
affiliated or persons involved in criminal activities	
that purchase weapons. This could include	

Race Relations Training	City
Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force
<b>3:</b> To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.	
working together at gun shows or simply as tracking over the counter sales.	_

Courts	Responsibility
Youth Court	MOU with School District
<b>Aggression Replacement Therapy (ART)</b> established as a specialized program for violent juvenile offenders. ART provides an alternative treatment program to stem the violence at an earlier age.	Contract with Agency to provide it countywide
<b>Initiate judicial training</b> on ways to involve the parents more in the judicial process to reduce the likelihood of recidivism.	MOU
<b>Fund new prosecutor</b> to handle violent firearm crimes with defendants up to 29 years of age and to work with law enforcement on the prosecution of these crimes	CJC Agreement with Office of the State Attorney