

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 | | | | | | | | |
| Glades Golf and Academic Program | | | | | | | | |
| 160-2140-3129 | Federal Grant - Other Public Safety | 0 | 0 | 40,000 | | 40,000 | | |
| TOTAL REVENUES | | 0 | \$6,158,644 | \$40,000 | \$0 | \$6,198,644 | | |
| Expenditures | | | | | | | | |
| Glades Golf and Academic Program | | | | | | | | |
| 160-2140-9498 | Transfer to Sheriff's Grant Fund | 0 | 0 | 40,000 | | 40,000 | | |
| TOTAL EXPENDITURES | | 0 | \$6,158,644 | \$40,000 | \$0 | \$6,198,644 | | |

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

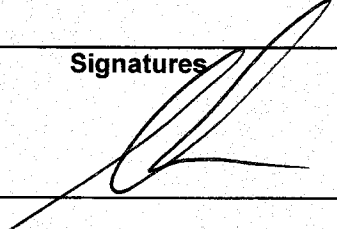
OFMB Department - Posted

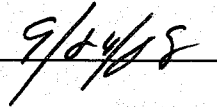
Signatures

Date

By Board of County Commissioners
At Meeting of October 7, 2008

Deputy Clerk to the
Board of County Commissioners





SUBCONTRACT

Between

**The Miami Coalition For A Safe and Drug-Free Community
And**

**Palm Beach County Sheriff's Office
(Sub-grant Account: PBSO GGAP-08)**

This is a cost-reimbursement Agreement between The Miami Coalition For A Safe And Drug-Free Community, hereinafter, "The Coalition", and The Palm Beach County Sheriff's Office, hereinafter, "Subcontractor", for the performance of services as part of the U.S. Department of Justice, Office of Justice Programs Anti-Gang Initiative under Project Safe Neighborhoods (PSN). The enforcement and prevention components of this gang and violent crime reduction project are conducted in collaboration with the Office of the U.S. Attorney for the Southern District of Florida, federal, state and local law enforcement agencies and community based prevention organizations, with The Miami Coalition serving as fiscal agent. This Agreement is funded under the authority of Project Safe Neighborhoods Grant Number 2007-PG-BX-0042.

I. **SCOPE OF AGREEMENT.** This subcontract is being entered for the specific purpose of reducing gang violence and gang involvement through the use of progressive gang and violence prevention initiatives targeting high risk youth. The specific prevention initiatives will incorporate the use of the Glade's Golf and Academic Program (GGAP) which incorporates golf training as a central strategy for academic improvement along with motivation and life skills enhancement training as protective factors to prevent gang involvement, violent behavior and referrals to the Department of Juvenile Justice. This includes delinquency prevention and intervention, academic and behavior improvement strategies and life skills training for youth and family members or guardians. The Subcontractor shall provide the necessary personnel, equipment, facilities and supplies to perform the referenced prevention services. The services will be provided as part of a collaboration involving the Palm Beach County Sheriff's Office, the Professional Golf Association, First Tee of Lauderhill, Belle Glade Weed and Seed, Belle Glade Municipal Golf Course, schools, businesses and faith based organizations, students and parents. The Subcontractor will submit all invoices and performance reports to The Miami Coalition for review, processing and payment.

II. **PERIOD OF PERFORMANCE:** Performance of this Subcontract shall begin July 1, 2008 and shall not extend beyond September 30, 2009 unless further extended by amendment of the Subcontract, which shall be in writing and signed by all parties to this agreement.

III. **REPORTS AND DELIVERABLES,** Subcontractor shall submit performance reports and invoices at least quarterly, within 15 days after the end of each quarter, or as mutually agreed between The Miami Coalition and the Subcontractor's Principal Investigator. PSN reporting forms and guidelines provided by The Coalition are to be used for reporting performance, grant related expenditures and budget modification requests. Rosters can be duplicated to simplify the tracking and reporting of youth and adult participation. If multiple agency invoices are combined for submission by the Subcontractor, the single cover invoice shall be organized by agency to facilitate fiscal tracking. A final invoice and/or financial report, and a final performance report shall be submitted within 60 days of the end date stated in section II.

IV. **PERFORMANCE MEASURES:** To assist in fulfilling the Department of Justice's responsibilities under the Government and Performance Results Act (GIPRA), P.L.103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. Performance measures for this Sub-grant are as follows:

| Objective | Performance Measures | Data Grantee Provides |
|---|---|--|
| Prevent gang participation and violent crime by providing prevention, intervention, life skills and tutoring services within the context of a Golf skills training program. | Create a Glade's Golf and Academic Program in the City of Belle Glade | Progress reports and sample rosters |
| | Identify and select 10 youth and 4 parents or guardians for participation in Level I program | Class roster |
| | Identify and select a second group of 10 youth and 4 parents or guardians for Level I participation when the original Level I group moves to Level II | Class roster |
| | Number of youth and adults participating | Quarterly progress reports |
| | Number of youth and adults completing the program | Quarterly progress reports |
| | Number of youth and adults not completing the program | Quarterly progress reports |
| | Create a 10 station computer technology center located in a low-income housing community | Provided by PBSO funding and documented within progress reports |
| | Improvement in knowledge and understanding of life skills | Pre and post tests |
| | Improvement in academic performance at school | Documented in academic progress report summaries included in quarterly performance reports |
| | Improvement in communications, respect, maintaining a positive attitude, self management and goal setting. | Performance reports on student progress |
| | Increased parental involvement | Documentation of observations by participating staff |
| | Improvement in behavior of youth reported by parent or guardian | Documentation of parent feedback by participating staff |
| Reduction in truancy, expulsion and DJJ referrals pre and during program participation | Performance reports on student progress | |

V. COST PRINCIPLES AND ALLOWABLE COSTS. Subcontractor costs under this agreement must comply with the following principles:

- Allowability - costs must be reasonable and necessary for the performance of the Project.
- Allocability - costs must bear a direct relationship and directly benefit the performance of the Project.
- Consistency - costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances.
- Conformance - costs must conform to any limitations or exclusions set forth in federal circulars, Federal laws, State or local laws, sponsored agreements or other governing regulations as to types or amounts of cost items.
- Cost must be net of applicable credits.

Costs must be documented in accordance with US Office of Management and Budget (OMB) Circular A-110, "Uniform Administrative Requirements" for non-profit organizations, including institutions of Higher Education, Hospitals and Other Nonprofit Organizations or the A-102 "Common Rule for State and Local Governments," as applicable.

VI. METHOD OF PAYMENT. The total of the subcontract shall not exceed \$40,000 for the period stated in Section II. Reimbursement by The Miami Coalition will be in accordance with the Subcontract budget as submitted by Subcontractor and approved by The Miami Coalition and attached hereto as Exhibit B and provided that:

1. Total costs do not exceed the total amount stipulated in this Agreement, and;
2. Such costs are incurred in accordance with the applicable cost principles and Subcontractor's established policies and procedures.

The Miami Coalition shall not, in the absence of a formal amendment to this Subcontract, be obligated to reimburse the Subcontractor for costs in excess of the total amount specified in this section and the budget attached as Exhibit B.

Subcontractor shall submit Performance Reports and invoices to The Miami Coalition for reimbursement at least quarterly, but no more often than monthly. Costs must be identified on each invoice by cost category similar to the budget in Exhibit B, in sufficient detail for post audit review. Invoices shall be submitted on Subcontractors billing forms to The Miami Coalition for review, approval and subsequent payment.

The Coalition account number assigned to this agreement, **PBSO GGAP 08**, must be included in all invoices.

The Miami Coalition will make payment on all invoices submitted in accordance with the terms of this Agreement. The final invoice, clearly marked FINAL, must be submitted within 60 days after the termination of this Agreement. Miami Coalition's payment of the final invoice shall constitute complete satisfaction of all Miami Coalition obligations under this Agreement and releases and discharges the Coalition from all further claims and obligations under this Agreement

VII. RE-BUDGETING OF FUNDS. All applicable provisions for re-budgeting of the Grant shall be binding upon the Subcontractor and the Subcontractor agrees to comply with same as follows:

- Where the prime award is from Federal sources, Subcontractors entitled to the authorities under the Federal Demonstration Partnership (FDP) as listed in the web site <http://www.fdp3.org/>, are subject to the same re-budgeting authorities allowed by the Prime Award.

- Where the Subcontractor is not entitled to the authorities under the EDP; Subcontractor is authorized to re-budget funds within the existing cost categories reflected in the budget (Exhibit B) up to an amount equal to ten percent (10%) of the total approved budget. Revisions in excess of this limit or involving the addition of budget categories require the submission of a budget modification request form and prior written permission of The Miami Coalition.

VIII. GRANT-RELATED INCOME. The Subcontractor agrees to utilize any grant-related income received in connection with this agreement to offset expenditures of the Project unless the Prime Award specifies a different method of use. The Subcontractor further agrees to maintain appropriate records on the receipt and utilization of such income and to include this information in the invoices submitted to The Miami Coalition in order to enable The Coalition to fulfill its responsibility under the Prime Award.

IX. PRINCIPAL INVESTIGATOR AND AUTHORIZED OFFICIAL.

For The Miami Coalition

| | |
|--|---------------------------|
| Principal Investigator : Douglas W. Hughes, Executive Director | The Miami Coalition |
| Address: 2490 Coral Way 4 th Floor | Telephone: (305) 854-4515 |
| Miami, Florida 33145 | Fax: (305) 856-4308 |
| Email: dhughes@miamicoalition.org | |

| | |
|---|---------------------------|
| Authorized Institutional Official | Douglas W. Hughes |
| Address: 2490 Coral Way 4 th Floor | Telephone: (305) 854-4515 |
| Miami, Florida 33145 | Fax: (305) 856-4308 |
| E-mail: dhughes@miamicoalition.org | |

For Subcontractor

| | |
|--|-------------------------|
| Principal Investigator: John Sheldon PBSO Grant Analyst II | |
| Address: 3228 Gun Club Road | Telephone: 561-688-3128 |
| West Palm Beach, Florida 33406 | 561-688-3128-fax |
| E-mail: SheldonJ@pbso.org | |

A change in the Subcontractor's Principal Investigator requires prior written approval of The Miami Coalition.

Authorized Institutional Official:

| | |
|--------------------------------------|--|
| Ric L. Bradshaw, Sheriff PBSO | Telephone: (561) 688-3021 |
| Address: 3228 Gun Club Road | Fax: (561) 688-3033 |
| City/State: West Palm Beach, Florida | E-mail: marvina@pbso.org (Admin Asst to Sheriff) |
| Zip: 33406 | |

X. ACCOUNTS, RECORDS AND AUDITS. The Subcontractor shall maintain records and accounts necessary to assure a proper accounting of the funds awarded under this subcontract. The Miami Coalition, and/or the Prime Awarding agency, or any of their duly authorized representatives, shall have access to any books, documents, computer and paper records of Subcontractor which are directly pertinent to this subcontract. Such access to documents and records will be for the purpose of conducting audits, examinations, excerpts and transcriptions until the expiration of three years after the end of the budget period, or longer, if stipulated in the Prime Award. If an audit begins, such documents and records must be maintained until the audit is completed and all resulting questions are resolved.

The Subcontractor assumes sole responsibility for reimbursement to The Miami Coalition or to the federal, state, local government or private agency, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed or rescinded, plus any penalties or fines related to the disallowance. Disallowances can be the result of an adverse finding due to an audit, examination or inquiry performed under current regulations or requested by The Miami Coalition, the funding agency, or any other authorized agency. Adverse findings are generally due to expenditures made but not deemed to be in compliance with the

applicable cost principles and/or regulations of the funding agency, the provisions of the Subcontract and/or the Prime Award. Amounts rescinded can be the result of actions of the Prime Awarding agency, or The Miami Coalition.

As a condition of receiving this Subcontract, Subcontractor acknowledges that federal or state awarding agency, their audit agencies, and The Miami Coalition's auditors and/or internal auditors may be granted access to records and documents of Subcontractor and Subcontractor's independent auditors work papers as necessary to comply with audit requirements as stated in the next section.

Audits

Federal Prime Awards

Subcontractors who expend \$500,000 or more in Federal awards in a fiscal year, are required to have an audit performed in accordance with the provisions of OMB Circular A-133, as revised 'Audits of States, Local Governments, and Non-Profit Organizations.

State of Florida Prime Awards

Subcontractors who expend \$500,000 or more of State of Florida financial assistance in a fiscal year, are required to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

XI. **TERMINATION.** If at any time the Primary Subcontract terminates the Primary Award, this Subcontract shall also be terminated upon receipt by the Authorizing Official of the Subcontractor of written notice to that effect from The Miami Coalition.

Either party may terminate this agreement upon thirty (30) days written notice to the other. In the event of such terminations, Subcontractor shall take all reasonable steps to cancel further costs in connection with this Project. Subcontractor shall be entitled to reimbursement for costs and non-cancelable obligations incurred prior to the effective date of termination, except in no event shall such reimbursement exceed the total amount stipulated in section V.

Within sixty (60) days after termination, Subcontractor shall submit a final invoice to The Miami Coalition for review. Upon approval by The Miami Coalition, prompt payment shall be made to Subcontractor of the amount due.

XII. **ASSIGNMENT.** This Subcontract may not be assigned by the Subcontractor in whole or in part without the prior written consent of The Miami Coalition.

XIII. **LIABILITY.** The Subcontractor shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work. The Subcontractor shall indemnify, hold harmless, and defend the MIAMI COALITION, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting from the negligence of the Subcontractor, its officers, employees, agents, designees, or servants while acting within the scope of their employment. The Subcontractor will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statute 768.28 and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

Subcontractor shall furnish Miami Coalition with written verification of liability protection..

XIV. **INDEPENDENT CONTRACTOR.** The Subcontractor agrees that it is an independent contractor and not an agent, employee of, partner, or joint venture with The Miami Coalition.

XV. CLASSIFIED, RESTRICTED AND PROPRIETARY DATA. The Miami Coalition agrees to apprise Subcontractor in writing as to any information or items made available as part of this Subcontract which are classified restricted or proprietary data either in United States Government classifications or according to The Miami Coalition's classification. The Subcontractor agrees that any such classified, restricted or proprietary data will not be disclosed to other parties without express approval, in writing, from The Miami Coalition. The Subcontractor further agrees that any such material, if furnished, will be returned to The Miami Coalition at its request or upon termination of this agreement.

XVI. APPLICABLE LAW. This Subcontract shall be governed by, and in accordance with, the laws of the State of Florida.

XVII. INVENTIONS AND DISCOVERIES. The terms "Invention and Discovery" means any invention, discovery, improvement, development, know-how, knowledge, trade secret, data, copyrights or trademarks conceived and reduced to practice by The Miami Coalition in the performance of this Agreement, whether or not patented or able to be patented.

Ownership of Inventions and Discoveries:

(1) Nothing in this agreement shall affect the ownership rights either party may have in inventions and discoveries previously owned by each party or not conceived or reduced to practice under this Agreement.

The following provision is applicable only if the Subcontractor is a University:

Notwithstanding any provision to the contrary in the Agreement, the Subcontractor shall retain the right to practice any Invention and Discovery developed hereunder for its own academic, noncommercial research and teaching purposes.

XVIII. PROVISIONS OF THE PRIME AWARD. All applicable provisions including representations, certifications and flow down clauses of the Prime Award, and those included in Attachment I shall be binding upon the Subcontractor and the Subcontractor agrees to comply with the same. All required assurances of the Prime Award are incorporated herein by reference.

XIX. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement and attachments hereto contain the entire Agreement between the two parties. All modifications must be in writing and signed by the Principal Investigators AND the Authorized Officials of The Miami Coalition and Subcontractor. No oral agreements or conversation with an officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

THE MIAMI COALITION FOR A SAFE AND DRUG FREE COMMUNITY

Authorizing Official Signature, The Miami Coalition for a Safe and Drug-Free Community

Printed Name/Title: Douglas W. Hughes, Executive Director Date: July 1, 2008

Official Signature, The Miami Coalition *Douglas W. Hughes*, Executive Director

PALM BEACH COUNTY SHERIFF'S OFFICE

Authorizing Official Signature, Palm Beach County Sheriff's Office

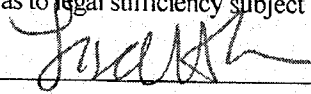
Printed Name/Title: Ric L. Bradshaw, Sheriff PBSO

Date: _____

Official Signature: *[Signature]*, Sheriff

Date: 8/27/08

Approved as to legal sufficiency subject to execution by the parties:

By: 

Date: 8.15.08

Printed Name/Title: Lisa H. Rubin / Agency Attorney

Palm Beach County Sheriff's Office

**EXHIBIT B
LINE ITEM OPERATING BUDGET**

AGENCY : Palm Beach Sheriff's Office

CONTRACT: PSN 2007-PG-BX-0042 **ACCOUNT #:** PBSO GGAP-08

CONTRACT PERIOD: From 07/01/2008- 09/30/2009 **DATE PREPARED:** 06/30/2008

| LINE ITEMS | COST REIMBURSEMENT | IN-KIND AMOUNTS | TOTAL |
|---------------------------------------|-----------------------|----------------------|----------------------|
| I. PERSONNEL SERVICES | | | |
| (a) SALARIES | \$ 16,910.00 | \$ 106,772.00 | \$ 123,682.00 |
| (b) FRINGE | \$ - | \$ - | \$ - |
| TOTAL PERSONNEL = | \$ 16,910.00 | \$ 106,772.00 | \$ 123,682.00 |
| II. EXPENSES | | | |
| (a) BUILDING OCCUPANCY | \$ - | \$ - | \$ - |
| (b) PROFESSIONAL SERVICES | \$ 1,000.00 | \$ 4,000.00 | \$ 5,000.00 |
| (c) TRAVEL | \$ 2,700.00 | \$ 6,000.00 | \$ 6,000.00 |
| (d) EQUIPMENT COSTS | \$ 800.00 | \$ 16,850.00 | \$ 17,650.00 |
| (e) FOOD SERVICES | \$ - | \$ - | \$ - |
| (f) MEDICAL AND PHARMACY | \$ - | \$ - | \$ - |
| (g) SUBCONTRACTED SERVICES | \$ - | \$ - | \$ - |
| (h) INSURANCE | \$ 200.00 | \$ - | \$ 200.00 |
| (i) INTEREST | \$ - | \$ - | \$ - |
| (j) OPERATING SUPPLIES & EXPENSES | \$ 10,045.00 | \$ - | \$ 10,045.00 |
| (k) TRAINING | \$ 5,345.00 | \$ - | \$ 5,345.00 |
| (l) FEES/DUES/SUBSCRIPTIONS | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| TOTAL EXPENSES = | \$ 23,090.00 | \$ 26,850.00 | \$ 49,940.00 |
| III. NONEXPENDABLE PROPERTY | | | |
| (a) EQUIPMENT | \$ - | \$ - | \$ - |
| (b) PROPERTY | \$ - | \$ - | \$ - |
| TOTAL NONEXPENDABLE PROPERTY = | \$ - | \$ - | \$ - |
| IV. ADMINISTRATION | | | |
| | \$ - | \$ - | \$ - |
| GRAND TOTAL = | \$ 40,000.00 | \$ 133,622.00 | \$ 173,622.00 |