

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009

[X] Consent [] Regular
[] Ordinance [] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: The Fourth Amendment to the Interlocal Agreement R2007-0332 with Florida State University for the third year evaluation of the Youth Violence Prevention Project, extending the term from June 23, 2009 to June 22, 2010 in the amount not to exceed \$1,00,000 for a total agreement amount of \$300,000.

SUMMARY: On February 27, 2007 the Board of County Commissioners approved the Criminal Justice Commission to develop a comprehensive evaluation of the Youth Violence Prevention Project, including the commitment to participate from Florida State University's Center for Criminology and Public Policy Research. On April 28, 2009 the second year evaluation was presented to the Board of County Commissioners.

Countywide (DW)

BACKGROUND AND JUSTIFICATION: Lake Worth, West Palm Beach, Riviera Beach and Boynton Beach have initiated their comprehensive plan that addresses youth violence. Youth Empowerment Centers in Boynton Beach, Lake Worth, West Palm Beach, Belle Glade and Riviera Beach are providing activities and programs for teenage youth to keep them off the streets and involved in positive activities. Riviera Beach has also opened a Community Justice Service Center to serve people on probation or released from incarceration.

The Law Enforcement component of the Youth Violence Prevention Project, has initiated a plan which includes: the purchase of equipment including ballistics identification software and license plate recognition cameras to be utilized by the PBSO Crime Lab and Violent Crimes Task Force, and to allocate overtime for the Violent Crimes Task Force strategic operations. The Office of the State Attorney has established two prosecutors to deal with gangs and youth violence.

As a partner in the evaluation process, Florida State University has collected and analyzed data, provided program development assistance and produced an evaluation report by creating deliverables in the form of written reports, statistics, charts, graphs, maps, and presentations. The evaluation conducted by Florida State University has established outcome measures for each program area and they are compiling data from the monthly reports to evaluate the effectiveness of each component. They have prepared an analysis of baseline data, measures of fidelity to the model, conducted interviews and surveys with key staff and clients and identified impediments to implementation for the first and second years.

Attachments:

1. Fourth Amendment to Interlocal Agreement with Florida State University (2)
2. Interlocal Agreement with Florida State University

Recommended by: _____

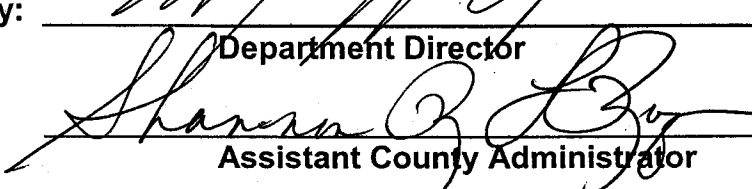


Department Director

6-4-09

Date

Approved By: _____



Assistant County Administrator

6/15/09

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>35,000</u>	<u>65,000</u>	_____	_____	_____
External Revenues	_____	<65,000>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>35,000</u>	<u>- 0-</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Dept. 767 Unit 7685 Object 3401

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

The funding is included in the Youth Violence prevention Project allocation for FY2009. Funding for FY2010 will be from the Edward Byrne Memorial JAG Program – American Recovery and Reinvestment Act of 2009 funds.

C. Departmental Fiscal Review: WJG 6/3/09

III. REVIEW COMMENTS

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

[Signature] 6/10/09
 OFMB 6/10/09 6/15/09

[Signature] 6/11/09
 Contract Dev. and Control

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature] 6/15/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT

This Fourth Amendment is made the Twenty-third day of June, 2009, to the Agreement of February 27th 2008 Resolution No. (R2007-0332) between the Florida State University, for and on behalf of its Board of Trustees, their successors and assigns, (hereinafter the "UNIVERSITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a Governmental agency.

WITNESSETH:

WHEREAS, the UNIVERSITY through its Center for Criminology and Public Policy Research, has conducted an in-depth evaluation of the first and second year of the Youth Violence Prevention Project in Palm Beach County and is presenting findings of the components proven to be successful; and

WHEREAS, the COUNTY, through its Criminal Justice Commission desires that such evaluation be performed for the third year of the project; and

WHEREAS, the term of said Agreement is from February 27, 2007 through April 22, 2008 and has been extended through June 22, 2009; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional year, until June 22, 2010.

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

1. The Term of Agreement is amended to provide that the Agreement shall continue until June 22, 2010;
2. The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, or his designee, whose telephone number is (561) 355-4943.

3. The purpose of this Amendment is to have the UNIVERSITY'S Center for Criminology and Public Policy Research continue to conduct an in-depth evaluation of the Youth Violence Prevention Project in County, identifying the components proven successful, and compile a report of the results of the evaluation for submission and presentation to the COUNTY for its use, all in accordance with the services listed in the UNIVERSITY'S Summary of Sponsored Research, a copy of which is attached hereto as Exhibit A – 2 and incorporated herein by reference and provide services pursuant to the Schedule for Payment attached in Exhibit B – 2 of the Agreement.

4. Upon receipt and approval of the UNIVERSITY'S invoices the COUNTY will pay the UNIVERSITY an additional amount not to exceed \$100,000 for this Amendment, for a total Agreement amount of \$300,000, with partial payment to be made upon receipt of deliverables as outlined in Schedule for Payment in Exhibit B – 2.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51, this Fourth Amendment shall not take effect until executed by the UNIVERSITY and the COUNTY.

Remainder of page intentionally left blank

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

ATTEST

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

(SEAL)

WITNESS

FLORIDA STATE UNIVERSITY

By: Julie Golding

By: Dr. Kirby Kemper
Dr. Kirby Kemper, Vice President, Research

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

EXHIBIT A-2 SUMMARY OF SPONSORED RESEARCH

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

Effective date: Amendment Execution Date

Total payment under the Third Amendment: \$100,000

Total revised Contract Amount: \$300,000

SCOPE OF SERVICES

I. Services to be Purchased

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

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

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

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

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

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

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

The components are:

1. Crime Prevention:

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

2. Law Enforcement:

The law enforcement strategies include:

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

- i. Violent Crimes Task Force
- ii. Joint operations with Alcohol, Tobacco, Firearms, and Explosives

3. Courts:

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

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

4. Corrections:

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

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

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

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

II. Methodology

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

Summary of Third Year Activities, Reports, and Targeted Milestones:

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

A. Data Collection and Analysis Five years of Baseline Data

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

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

B. Comparison of Data

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

- ⇒ Impact on the goals
- ⇒ Measurable objectives
- ⇒ Capacity of the Youth Empowerment Centers
- ⇒ % decline or numerical decline
- ⇒ How the project has positively impacted the target areas
- ⇒ Use multiple measures
- ⇒ Explanatory data
- ⇒ Mapping

B-1. FSU will attempt to gather five years of data from the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Palm Beach County Sheriff's Office, and PRIDE Integrated Services to provide statistics that will inform

program planning and place-based budgeting endeavors. For any data that FSU is able to obtain, FSU will assess its quality, clean, organize, process and geocode the data using specifically developed data collection instruments, in order to conduct further data analysis and mapping. FSU will develop the data collection instruments to be utilized by the five target areas.

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

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

C. Outcome Assessment

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

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

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

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

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

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

D. Six month Update

Descriptive Information Profile on each component:

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

E. Law Enforcement

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

F. Submission of Reports

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

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

G. Deliverables and Payment Schedule

The deliverables and schedule for payment are described in Exhibit B – 2.

EXHIBIT B - 2

SCHEDULE FOR PAYMENT AND PROPOSED BUDGET FOR PROFESSIONAL SERVICES/CONTRACTOR

Cost

The total price of this Amendment shall be \$100,00.00

The total amount of the Agreement is \$300,000.00

PRINCIPAL INVESTIGATOR

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

Period of Performance

This Fourth Amendment to the Agreement shall be EFFECTIVE: June 23, 2009 through June 22, 2010

Deliverables

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

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

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

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

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

Invoices to be sent to: Michael Rodriguez, Executive Director
Palm Beach County Criminal Justice Commission
301 N. Olive Avenue Suite 1001
West Palm Beach, FL 33401

INTERLOCAL AGREEMENT

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

WITNESSETH

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

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

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

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

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

Section 1. Purpose and Payment

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

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

Section 2. Representative/Monitoring Position

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

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

Section 3. Effective Date/Schedule

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

Section 4. Payments/Invoicing and Reimbursement

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

Section 5. Access and Audits

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

Section 6. Breach/Opportunity to Cure

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

Section 7. Termination

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

Section 8. Enforcement Costs

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

Section 9. Annual Appropriation

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

Section 10. Notice

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

COUNTY

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

With a copy to:

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

UNIVERSITY

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

With a copy to:

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

Section 11. Delegation of Duty

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

Section 12. Filing

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

Section 13. Liability

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

Section 14. Remedies

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

Section 15. Equal Opportunity Provision

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

Section 16. Captions

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

Section 17. Severability

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

Remainder of page intentionally left blank.

Section 17. Entirety of Agreement

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

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

WITNESSES:

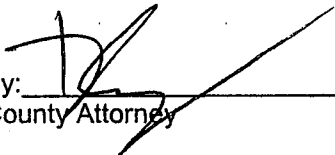
FLORIDA STATE UNIVERSITY

By: _____

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

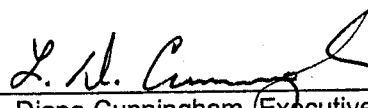
By:  _____
L. Diana Cunningham, Executive Director
Criminal Justice Commission

Exhibit A

SUMMARY OF SPONSORED RESEARCH

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

Effective date: Contract Execution Date

Total payment: \$100,000

SCOPE OF SERVICES

I. Services to be Purchased

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

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

Project Background and Description:

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

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

Exhibit A

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

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

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

The components are:

1. **Crime Prevention:**

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

2. **Law Enforcement:**

The law enforcement strategies include:

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

Exhibit A

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

3. **Courts:**

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

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

4. **Corrections:**

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

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

Exhibit A

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

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

I. Methodology

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

Summary of Activities, Reports, and Targeted Milestones:

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

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

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

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

B. Comparison of Data

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

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

Exhibit A

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

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

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

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

C. Outcome Assessment

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

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

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

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

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

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

Exhibit A

D. Six month Update

Descriptive Information Profile on each component:

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

E. Law Enforcement

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

F. Submission of Reports

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

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

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

EXHIBIT B

SCHEDULE FOR PAYMENT AND PROPOSED BUDGET FOR PROFESSIONAL SERVICES/CONTRACTOR

Cost

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

PRINCIPAL INVESTIGATOR

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

Period of Performance

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

Deliverables

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

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

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

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

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