

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 12, 2010 [x] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Accept on behalf of the Palm Beach County Sheriff's Office an agreement with the City of West Palm Beach for reimbursement of overtime cost, in the amount of \$16,585, associated with the Gramercy Village Weed and Seed Project FY10 for the period of October 1, 2009 to September 30, 2010; and **B) Approve** a Budget Amendment of \$16,585 in the Sheriff's Grant Fund.

Summary: The City of West Palm Beach, received an award from the United States Department of Justice Office of Justice Programs for the Gramercy Village Weed and Seed Project FY10. On November 2, 2009 the Palm Beach County Sheriff's Office (PBSO) and the City of West Palm Beach entered into an agreement to continue the Gramercy Village Community Area Multi-Agency Law Enforcement Unit (MALEU). The objective of the MALEU is to prevent, control, and reduce violent crime, drug abuse, and gang activity in the Gramercy Village Community Area. Under this agreement, the Palm Beach County Sheriff's Office will receive \$16,585 in reimbursable funds for overtime costs associated with the program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. District 7 (DW)

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

Attachments:

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

RECOMMENDED BY: [Signature] 12/27/06
DEPARTMENT DIRECTOR DATE

APPROVED BY: [Signature] 1/7/07
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	0				
Operating Costs	\$16,585				
External Revenues	(\$16,585)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X _____

Budget Account No.: Fund 1152 Agency 160 Org 2175 Object 3129

Reporting Category _____

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

The Gramercy Village Weed and Seed Project FY10 is funded through the United States Department of Justice Office of Justice Programs. There is no match requirement associated with this award. No additional positions are created, and no additional County funds are required.

Gramercy Village Weed and Seed Project FY10	<u>\$16,585</u>
Total Program Budget	<u>\$16,585</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

W. S. H. 11/5/10
OFMB

NO 11/5/2010
12-29-09

Don J. J. J. 11/6/10
Contract Administration
E. J. J. 11/6/10

B. Legal Sufficiency:

[Signature] 11/6/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BGRV-121609-159

BGEY-121609-598

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

FUND 1152 - Sheriff's Grants Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>								
Gramercy Weed and Seed Project FY10								
160-2175-3129	Federal Grant - Other Public Safety	0	0	16,585		16,585		
<u>TOTAL REVENUES</u>		0	\$6,584,981	\$16,585	\$0	\$6,601,566		
<u>Expenditures</u>								
Gramercy Weed and Seed Project FY10								
160-2175-9498	Transfer to Sheriff's Grant Fund	0	0	16,585		16,585		
<u>TOTAL EXPENDITURES</u>		0	\$6,584,981	\$16,585	\$0	\$6,601,566		

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners
At Meeting of January 12, 2010

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

RESOLUTION NO. 359-09

Gramercy Village Weed and Seed Project and the disbursement of Grant Funds from the United States Department of Justice (DOJ) for coordinated law enforcement efforts relating to the same during the period of October 1, 2007, through September 30, 2008; and

WHEREAS, by Resolution No. 443-08, the City Commission approved the execution of a second MOU for the same cooperative effort for the period of October 1, 2008; through September 30, 2009; and

WHEREAS, the PBSO and the City wish to enter into a further MOU, to continue the MALEU in the Gramercy Village Community Area during the period of October 1, 2009, through September 30, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA THAT:

SECTION 1: The City Commission of the City of West Palm Beach hereby authorizes the Mayor to execute a MOU with the PBSO to provide continued combined operational assistance and voluntary cooperation during the period of October 1, 2009, through September 30, 2010, in the form and substance similar to that attached hereto as Exhibit "A".

SECTION 2: ~~Upon execution of two (2) originals of the MOU, the originals shall be returned to Lisa M. Conforti, Assistant City Attorney, for further handling. Upon execution by both parties, one fully-executed original shall be returned to the City Clerk to be retained as a public record of the City.~~

SECTION 3: This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED THIS 2nd DAY OF November, 2009.

(CORPORATE SEAL)

ATTEST:


CITY CLERK


CITY OF WEST PALM BEACH
BY THE CITY COMMISSION

PRESIDING OFFICER

CITY ATTORNEY'S OFFICE

Approved as to form

And legal sufficiency

By: 

Date: 10/27/09

RESOLUTION NO. 359-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE (PBSO) AND THE CITY OF WEST PALM BEACH TO PROVIDE CONTINUED COORDINATED LAW ENFORCEMENT EFFORTS IN CONNECTION WITH THE GRAMERCY VILLAGE WEED AND SEED PROJECT DURING THE PERIOD OF OCTOBER 1, 2009, THROUGH SEPTEMBER 30, 2010; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Weed and Seed Program is a community-based initiative sponsored by the U.S. Department of Justice (DOJ) that encompasses an innovative and comprehensive multi-agency approach to law enforcement, crime prevention, and community revitalization, that aims to prevent, control, and reduce violent crime, drug abuse, and gang activity in designated high-crime neighborhoods across the country; and

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

WHEREAS, the City is the recipient of a grant award from the Department of Justice (DOJ) in the amount of One Hundred and Forty-Two Thousand Dollars (\$142,000.00) for the period of October 1, 2009, through September 30, 2010, to continue weeding and seeding efforts within the designated Gramercy Village Community Area (the "Grant"); and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) and the City share a common boundary and proximity, as well as overlapping demands for law enforcement response in the Gramercy Village Community area; and

WHEREAS, the PBSO and the City have recognized that mutual aid and cooperation in the Gramercy Village Community Area can be enhanced and made more effective through combining forces; and

WHEREAS, the PBSO and the City have agreed to cooperate and work together to investigate and solve crimes within the designated Gramercy Village Community Area; and

WHEREAS, the vehicle for this cooperation is the Gramercy Village Community Area Multi-Agency Law Enforcement Unit (the "MALEU"), which consists of officers, deputies and supervising personnel from the City and the PBSO; and

WHEREAS, by Resolution 69-08, the City Commission approved the execution of the initial Memorandum of Understanding (MOU) between the PBSO and the City formally establishing and confirming the framework for this cooperative effort and set forth the parties' understanding of the respective duties and obligations concerning the coordination of law enforcement efforts between the subscribing agencies with regard to the implementation of the

20 259-09

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

This MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the "MOU") is entered into this 2nd day of November, 2009, and has been jointly prepared by and between the City of West Palm Beach (hereinafter the "CITY") and the Palm Beach County Sheriff's Office (hereinafter the "PBSO"), and sets forth the parties' understanding of the respective duties and obligations concerning the coordination of law enforcement efforts between the subscribing agencies with regard to the implementation of the Gramercy Village Weed and Seed Project and the disbursement of Grant Funds from the United States Department of Justice (DOJ) for coordinated law enforcement efforts relating to the same.

W I T N E S S E T H

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

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

WHEREAS, the Weed and Seed Program is a community-based initiative sponsored by the U.S. Department of Justice (DOJ) that encompasses an innovative and comprehensive multi-agency approach to law enforcement, crime prevention, and community revitalization, that aims to prevent, control, and reduce violent crime, drug abuse, and gang activity in designated high-crime neighborhoods across the country; and

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

WHEREAS, The City of West Palm Beach is the recipient of a grant award from the Department of Justice (DOJ) in the amount of One-Hundred Forty-Two Thousand Dollars (\$142,000.00) for the period of October 1, 2009, through September 30, 2010, for weeding and seeding efforts within the designated Gramercy Village Community Area (the "Grant"); and

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

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

WHEREAS the amount of Thirty Three Thousand One Hundred and Seventy-One Dollars (\$33,171.00) of the Grant has been allocated by the CITY to cover personnel costs for MALEU targeted law enforcement activity in the Gramercy Village Community Area; and

WHEREAS, the PBSO will receive funds in the amount of Sixteen Thousand Five-Hundred and Eighty-Five Dollars (\$16,585.00) for its assistance in the MALEU, as payment for its overtime costs and in accordance with the approved grant budget; and

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

SECTION 1: AUTHORITY

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

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

SECTION 2: EFFECTIVE DATE

This MOU shall be effective as of October 1, 2009, and shall continue in full force and effect up to and including September 30, 2010, unless otherwise terminated as provided herein (the "Term"). CITY and PBSO representatives shall meet and confer at least once during the Term, or more frequently if deemed necessary, to review the provisions of this MOU. If it is determined that modifications are necessary, such modifications shall be made in writing and appropriately executed by authorized representatives from each subscribing agency.

SECTION 3: ADMINISTRATION

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

SECTION 4: DISBURSEMENT OF FUNDS

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

SECTION 5: RECORDS

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

SECTION 6: SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

SECTION 7: COMMAND AND SUPERVISOR RESPONSIBILITY

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

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

SECTION 8: JURISDICTION

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

SECTION 9: CONFLICTS

9.1 Whenever a law enforcement officer is rendering assistance pursuant to this MOU, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer, in addition to those of the other subscribing agency.

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

SECTION 10: CRITICAL INCIDENTS

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

10.2 Further, the City of West Palm Beach Police Department agrees that if one of their law enforcement officers is involved in, or a witness to, a critical incident, the "involved" or "witness" officer will remain at the scene of the critical incident and comply with Palm Beach County Sheriff's Office General Order 522.0.

SECTION 11: HANDLING OF COMPLAINTS

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

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

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

SECTION 12: LIABILITY

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

SECTION 13: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

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

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

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

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

SECTION 14: FORFEITURE

14.1 PBSO will initiate forfeiture proceedings related to property seized by the MALEU during joint operations conducted pursuant to this MOU and occurring within the Gramercy Village Community Area. PBSO will apportion and distribute, after deduction of legal expenses, fifty percent (50%) of those assets forfeited if a Final Judgment of Forfeiture or settlement occurs, to the CITY so long as the City's law enforcement officer is on duty and actively

SECTION 17: CANCELLATION

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

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

Attest:

By: [Signature]
City Clerk

**CITY OF WEST PALM BEACH,
FLORIDA**

By: [Signature]
Lois J. Frankel, Mayor

Dated: November 2, 2009.

WITNESS:

[Signature]
Print Name: Donna Mackuca

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: [Signature]
Date: 10/27/09

**SHERIFF OF PALM BEACH COUNTY,
FLORIDA**

By: [Signature]

Print Name: Ric L. Bradshaw

Title: Sheriff

Dated: 10.20, 2009.

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

MUTUAL AID AGREEMENT

WITNESSETH

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

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

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

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

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

EXHIBIT A

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

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

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

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

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

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

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

Furthermore, sworn law enforcement officers (officer) of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations

regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

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

CONFLICTS:

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

HANDLING COMPLAINTS:

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

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

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her

designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the

employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.

- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2013**. On or about September 30, 2012, a committee will be established by the Palm Beach County Law Enforcement Planning Council in conjunction with the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

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

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

ATTEST:

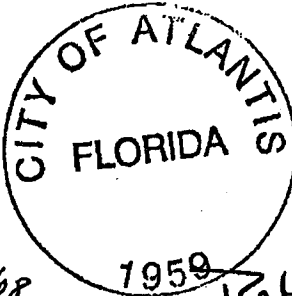
CITY OF ATLANTIS:

Manny Fernández, Mayor

(date)

Mo Thornton, City Manager

(date)



Robert G. Mangold, Chief of Police

(date)

CITY OF BOCA RATON:

Susan Whelchel, Mayor

(date)

Dan Alexander, Chief of Police

(date)

Leif Ahnell, City Manager

(date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor

(date)

G. Matthew Immier, Chief of Police

(date)

Kurt Bressner, City Manager

(date)

(date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor

(date)

Joseph L. Schroeder, Chief of Police

(date)

David T. Harden, City Manager

(date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President

(date)

Charles Lowe, Chief of Police

(date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:


Manny Fernandez, Mayor (date)

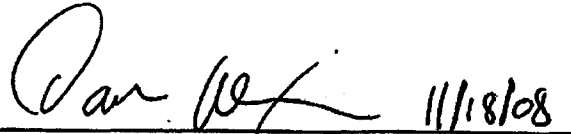
Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

 11/12/08
Susan Wheelchel, Mayor (date)

 11/18/08
Dan Alexander, Chief of Police (date)

 11/14/08
Lelf Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Whelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor

Jerry Taylor, Mayor (date)

G. Matthew Immler 6/11/08

G. Matthew Immler, Chief of Police (date)

Lee LeVanne (for Kurt Bressner) 6/10/08

Kurt Bressner, City Manager (date)

James Cheroz 6/9/08

James Cheroz, City Attorney (date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Whelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:


Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

 4/15/08

Vice Mayor (date)

 4/8/08

Joseph L. Schroeder, Chief of Police (date)

 4/23/08

David T. Harden, City Manager (date)

(date)

 City Clerk

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Whelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

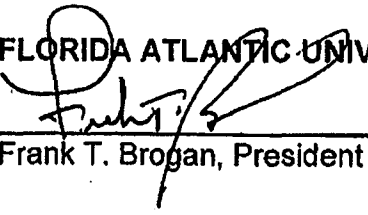
Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:


Frank T. Brogan, President (date)


Charles Lowe, Chief of Police (date)

Approved as to Form
and legality
General Counsel
Florida Atlantic University 6


(date)

CITY OF GREENACRES:


Samuel J. Ferrer, Mayor

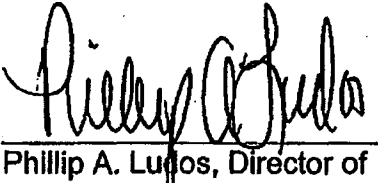
05.05.08

(date)

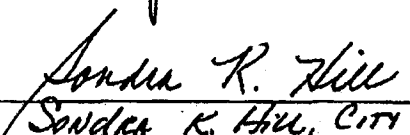

Wadie Atallah, City Manager

5.5.08

(date)

 5/5/08

Phillip A. Ludos, Director of Public Safety (date)

 5.5.08

Sondra K. Hill, City Clerk (date)

TOWN OF GULFSTREAM:

William F. Koch, Jr., Mayor

(date)

Garrett J. Ward, Chief of Police

(date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor

(date)

Carlo Angelillo, Chief of Police

(date)

Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor

(date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager

(date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor

(date)

Frank J. Kitzerow, Chief of Police

(date)

Andrew D. Lukasik, Town Manager

(date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

Phillip A. Ludos, Director of Public Safety (date)

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

 5/9/08
William F. Koch, Jr., Mayor (date)

 5/9/08
Garrett J. Ward, Chief of Police (date)

 5/9/08
William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

Phillip A. Ludos, Director of Public Safety (date)

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

William F. Koch, Jr., Mayor (date)

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill 6/16/08

Jim Newill, CPA, Mayor (date)

Carlo Angelillo 5/1/08

Carlo Angelillo, Chief of Police (date)

Dale S. Sugarman 6/16/08

Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

ATTEST:

TOWN OF HYPOLEXO:

Kenneth G. Schultz 9.17.08
Kenneth Schultz, Mayor (date)

R. Lincoln 9.17.08
Richard M. Lincoln (date)

Bentley Clark 9-17-08
Bentley Clark (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

Phillip A. Ludos, Director of Public Safety (date)

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

William F. Koch, Jr., Mayor (date)

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

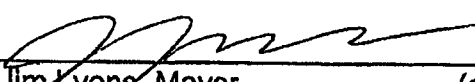
Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

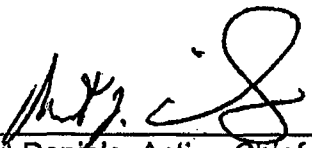
Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

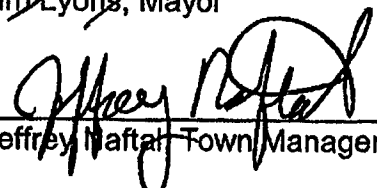
TOWN OF JUNO BEACH:

 4-23-08

Jim Lyons, Mayor (date)

 4/24/08

Robert Daniels, Acting Chief of Police (date)

 4/24/08

Jeffrey Maftah, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

Phillip A. Ludos, Director of Public Safety (date)

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

William F. Koch, Jr., Mayor (date)

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

TOWN OF JUNO BEACH:


Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

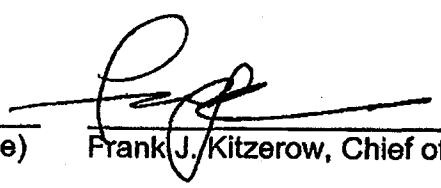
Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:



Karen Golonka, Mayor (date)

 07/14/08

Frank J. Kitzerow, Chief of Police (date)

 7/21/08

Andrew D. Lukasik, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

<u>John M. Zuccarelli, III, Mayor</u> <u>4/15/08</u> (date)	<u>Joseph Benevento, Chief of Police</u> <u>4/15/2008</u> (date)
<u>Joann Manganiello, Town Manager</u> <u>4/15/08</u> (date)	_____ (date)

TOWN OF LAKE CLARKE SHORES:

<u>Malcolm K. Lewis, Mayor</u> (date)	<u>William W. Smith, III, Chief of Police</u> (date)
<u>Joann Hatton, Town Administrator</u> (date)	_____ (date)

CITY OF LAKE WORTH:

<u>Jeff Clemens, Mayor</u> (date)	<u>William E. Smith, Chief of Police</u> (date)
<u>Robert Baldwin, City Manager</u> (date)	_____ (date)

TOWN OF LANTANA:

<u>David J. Stewart, Mayor</u> (date)	<u>Richard M. Lincoln, Chief of Police</u> (date)
<u>Michael Bornstein, Town Manager</u> (date)	_____ (date)

TOWN OF MANALAPAN:

<u>William E. Benjamin, II, Mayor</u> (date)	<u>Wilbur C. Walker, Chief of Police</u> (date)
<u>Greg Dunham, Town Manager</u> (date)	_____ (date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis 5/7/08
Malcolm K. Lewis, Mayor (date)

Chief William W. Smith III 5/7/08
William W. Smith, III, Chief of Police (date)

Joann Hatton 5/7/08
Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

William W. Smith, III, Chief of Police (date)

Joann Hatton, Town Administrator (date)

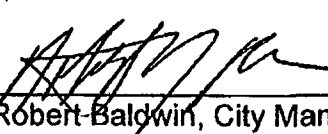
(date)

CITY OF LAKE WORTH:

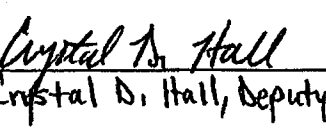

Jeff Clemens, Mayor


William E. Smith, Chief of Police (date)

5-6-08


Robert Baldwin, City Manager

(date)


Crystal D. Hall, Deputy City Clerk (date)

5/9/08

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

William W. Smith, III, Chief of Police (date)

Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

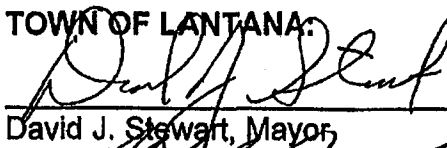
Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

 9.9.08

David J. Stewart, Mayor (date)

 9.9.08

Richard M. Lincoln, Chief of Police (date)

 9.9.08

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

William W. Smith, III, Chief of Police (date)

Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

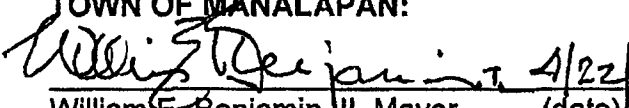
David J. Stewart, Mayor (date)

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date)

(date)

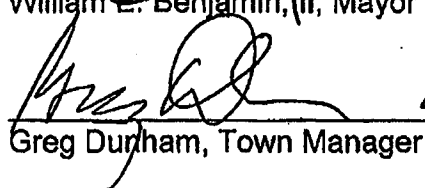
TOWN OF MANALAPAN:

 4/22/08

William E. Benjamin, III, Mayor (date)

 4/23/08

Wilbur C. Walker, Chief of Police (date)

 4/23/08

Greg Durham, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel 4/9/2008 (date) Steve Canfield 4/8/08 (date)
William Manuel, Mayor (date) Steve Canfield, Chief of Police (date)
James Knight 4/8/08 (date) _____ (date)
James Knight, Village Manager (date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date) Edward G. Hillery, Jr., Chief of Police (date)

Ken Schenck, Town Manager (date) _____ (date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date) Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date) Richard M. Kleid, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date) Ric L. Bradshaw, Sheriff (date)

(date) _____ (date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date) James P. Kelly, Chief of School Police (date)

Arthur C. Johnson, Ph.D., Superintendent (date) _____ (date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

Edward G. Hillery, Jr., Chief of Police (date) 2 APR 08

Ken Schenck, Town Manager (date) 4-9-08

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

Richard M. Kleid, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

James P. Kelly, Chief of School Police (date)

Arthur C. Johnson, Ph.D., Superintendent (date)

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

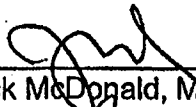
Kenneth Kaleel, Mayor (date)

Edward G. Hillery, Jr., Chief of Police (date)

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

 6-10-08


Jack McDonald, Mayor (date)

 053008

Michael S. Reiter, Chief of Police (date)

 6/10/08

Peter Elwell, Town Manager (date)

 06/10/08

Richard M. Kleid, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

James P. Kelly, Chief of School Police (date)

Arthur C. Johnson, Ph.D., Superintendent (date) (date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

Edward G. Hillery, Jr., Chief of Police (date)

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

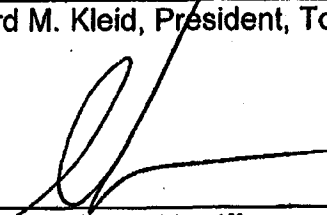
Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

Richard M. Kleid, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)


Ric L. Bradshaw, Sheriff 1/9/09 (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

James P. Kelly, Chief of School Police (date)

Arthur C. Johnson, Ph.D., Superintendent (date) (date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

Edward G. Hillery, Jr., Chief of Police (date)

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

Richard M. Kleid, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

School Board of
PALM BEACH COUNTY-SCHOOL DISTRICT:

William G. Graham

William G. Graham, Chairman (date)

James P. Kelly

James P. Kelly, Chief of School Police (date)

Arthur C. Johnson

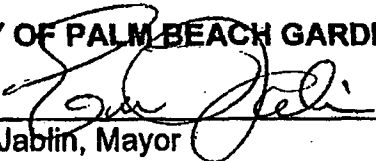
Arthur C. Johnson, Ph.D., Superintendent (date)

(date)

**Reviewed and Approved
as to Legal Sufficiency**

Karen K... 4-22-08

CITY OF PALM BEACH GARDENS:


Eric Jablin, Mayor (date)


Ronald Ferris, City Manager (date)

 5-16-08
Stephen J. Stepp, Chief of Police (date)

5-16-08
(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

Clarence D. Williams, III, Chief of Police (date)

William Wilkins, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills 8/20/08

Thomas R. Mills, Mayor (date)

STEVEN WILLE
CAPT. STEVEN WILLE 8-20-08

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog 8/20/08

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

Clarence D. Williams, III, Chief of Police (date)

William Wilkins, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

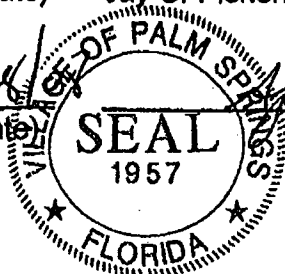
(date)

VILLAGE OF PALM SPRINGS:

Joni S. Brinkman 4/24/08
for John M. Davis, Mayor (date)

Chief R 4/24/08
Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger 4/24/08
Karl E. Umberger, Village Manager (date)



(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

Clarence D. Williams, III, Chief of Police (date)

William Wilkins, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

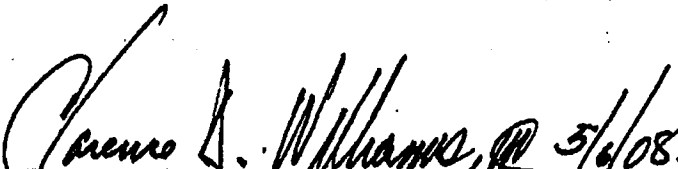
Jay C. Pickens, Director of Public Safety (date)


Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:


Thomas Masters, Mayor (date)


Clarence D. Williams, III, Chief of Police (date)


William Wilkins, City Manager (date) 6-25-08

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

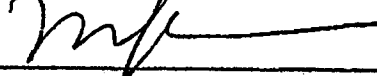
Thomas Masters, Mayor (date)

Clarence D. Williams, III, Chief of Police (date)

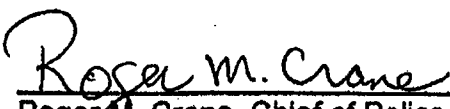
William Wilkins, City Manager (date)

(date)

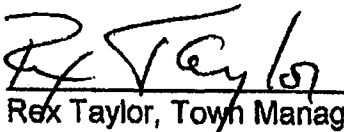
TOWN OF SOUTH PALM BEACH:



Maurice J. Jacobson, Mayor (date) 04/23/2008




Roger M. Crane, Chief of Police (date) 4-23-08

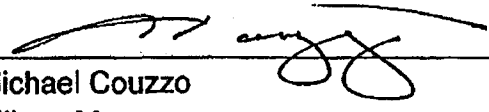


Rex Taylor, Town Manager (date) 4/28/2008


(date)


VILLAGE OF TEQUESTA

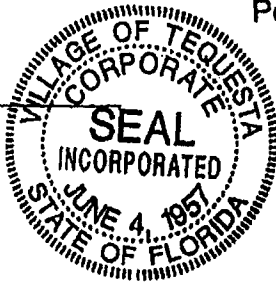

Pat Watkins
Mayor


Michael Couzzo
Village Manager

[VILLAGE SEAL]


William McCollom
Police Chief


Lori McWilliams, CMC
Village Clerk



TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

VILLAGE OF TEQUESTA:

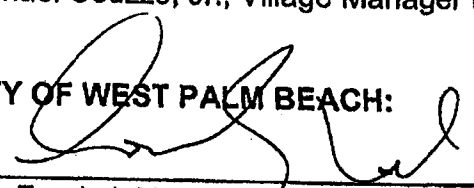
Pat Watkins, Mayor (date)

William McCollom, Chief of Police (date)

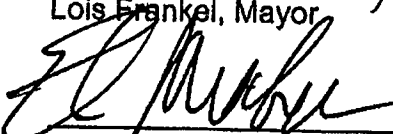
Michael Couzzo, Jr., Village Manager (date)

(date)

CITY OF WEST PALM BEACH:


Lois Frankel, Mayor (date) 7/14/08

Delsa R. Bush 7/14/08
Delsa R. Bush, Chief of Police (date)


Ed Mitchell, City Manager 7/18/08
(date)

(date)

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: SM
Date: 7-6-08



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 8, 2009

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

Dear Chief Bush:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the CCDO FY 09 Weed and Seed Program Guide and Application Kit: Continuation Sites in the amount of \$142,000 for City of West Palm Beach. This award will enable you to support activities within your Weed and Seed designated area.

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

If you have questions regarding this award, please contact:

- Program Questions, William A. Ballweber, Program Manager at (202) 305-2975; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Laurie Robinson
Acting Assistant Attorney General

Enclosures

EXHIBIT B



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 8, 2009

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

Dear Chief Bush:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

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

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

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

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

2) Submitting Findings of Discrimination

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

Ensuring the Compliance of Subrecipients

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


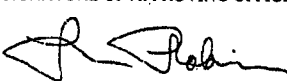
If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <div>Department of Justice Office of Justice Programs Community Capacity Development Office</div>	Grant	PAGE 1 OF 3
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33402	4. AWARD NUMBER: 2009-WS-QX-0180	
	5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2010 BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2010	
1A. GRANTEE IRS/VENDOR NO. 596000473	6. AWARD DATE 09/08/2009	7. ACTION Initial
	8. SUPPLEMENT NUMBER 00	
	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Gramercy Village Weed and Seed Initiative	10. AMOUNT OF THIS AWARD \$ 142,000	
	11. TOTAL AWARD \$ 142,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. sections 103-105		
15. METHOD OF PAYMENT PAPRS		
AGENCY APPROVAL		GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Acting Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Delsa Bush Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY		
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X Q WS 26 00 00 142000		21. IWSAGT0099



Department of Justice
Office of Justice Programs
**Community Capacity
Development Office**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2009-WS-QX-0180

AWARD DATE 09/08/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Grantee acknowledges that this award has a limited obligation and payment period and is not eligible to be supplemented with funds from other fiscal years. Therefore, timely implementation of this project is required.
7. The grantee/fiscal agent and Steering Committee recognizes that it must come into compliance with all new statutory requirements for Weed and Seed programs. See 42 U.S.C. Section 104. This includes, but is not limited to, amending its existing Operating Policies and Procedures, consistent with guidance that will be provided by CCDO, to include the U.S. Attorney (for the District encompassing the community) and the Drug Enforcement Administration's special agent in charge (for the jurisdiction encompassing the community) as voting members of the Steering Committee.



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 3

PROJECT NUMBER 2009-WS-QX-0180

AWARD DATE 09/08/2009

SPECIAL CONDITIONS

8. While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites. These common elements are: (1) to organize and regularly convene a Weed and Seed steering committee; (2) to maintain focus on the four components in the target neighborhood; (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems; and (4) to regularly revisit goals, objectives, and the implementation strategies and schedules. Failure to substantially comply with these elements is cause to discontinue grant funding.
9. The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.
10. Grantee agrees that if it chooses to award mini grants (sub-grants), those mini grant awards will be made for criminal justice purposes. Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide. For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U.S.C : 3791 (a)(1). "Criminal justice" is defined as " activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."
11. Grantee agrees to submit a copy of any revisions to the previously submitted and approved Weed and Seed Steering Committee Policies and Procedures. These revisions should be submitted to CCDO within 90 days of the adoption of the revision.
12. The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open. These GPRA reports are due when specified by CCDO, reporting the results from the preceding calendar year.
13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
14. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.
15. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice
Office of Justice Programs
Community Capacity Development Office

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Dennis E. Greenhouse, Director

Subject: Categorical Exclusion for City of West Palm Beach

The subject project involves the following:

During this project period, law enforcement efforts will continue to focus on decreasing the number of Part I crimes in the area and increasing the amount of proactive patrol time officers spend in the designated area. Community policing goals include improving the trust between residents and the police department and increasing the number of citizen volunteers and citizen observer patrols in the designated area. Prevention, intervention, and treatment goals include increasing the number of youth who graduate from high school and remain crime-free, and improving the overall health of residents. Neighborhood restoration goals include fostering employment opportunities through job training, job fairs and entrepreneurial education, and encouraging homeownership in the designated area.

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

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

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



Department of Justice
Office of Justice Programs
Community Capacity Development
Office

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

Grant

PROJECT NUMBER

2009-WS-QX-0180

PAGE 1 OF 1

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

1. STAFF CONTACT (Name & telephone number)

William A. Ballweber
(202) 305-2975

2. PROJECT DIRECTOR (Name, address & telephone number)

Delsa Bush
Chief of Police
P.O. Box 3366
West Palm Beach, FL 33401
(561) 822-1613

3a. TITLE OF THE PROGRAM

CCDO FY 09 Weed and Seed Program Guide and Application Kit: Continuation Sites

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Gramercy Village Weed and Seed Initiative

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2009 TO: 09/30/2010

8. BUDGET PERIOD

FROM: 10/01/2009 TO: 09/30/2010

9. AMOUNT OF AWARD

\$ 142,000

10. DATE OF AWARD

09/08/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Community Capacity Development Office (CCDO) approved Gramercy Village as a Weed and Seed Community (WSC) effective October 1, 2007. This is the site's third award to implement their strategy. The boundaries of the designated area include Haverhill Road on the West, Military Trail on the East, Belvedere Road on the South, and Caribbean Boulevard on the North.

During this project period, law enforcement efforts will continue to focus on decreasing the number of Part I crimes in the area and increasing the amount of proactive patrol time officers spend in the designated area. Community policing goals include improving the trust between residents and the police department, and increasing the number of citizen volunteers and citizen observer patrols in the designated area. Prevention, intervention, and treatment goals include increasing the number of youth who graduate from high school and remain crime-free, and improving the overall health of residents. Neighborhood restoration goals include fostering employment opportunities through job training, job fairs and entrepreneurial education, and encouraging homeownership in the designated area.

The site will allocate at least fifty percent but no more than sixty percent of the total \$142,000 award to support weeding activities, including community policing.

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

ca/cf