

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 04/06/2010

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

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: (A) An Interlocal Agreement for \$323,000 with the City of West Palm Beach as a partner to implement the Youth Violence Prevention Project (YVPP) from October 1, 2009 to September 30, 2010; (B) An Interlocal Agreement for \$423,512 with the City of Riviera Beach as a partner to implement the YVPP from October 1, 2009 to September 30, 2010; (C) An Interlocal Agreement for \$279,900 with the City of Boynton Beach as a partner to implement the YVPP from October 1, 2009 to September 30, 2010; (D) An Interlocal Agreement for \$265,170 with the City of Lake Worth as a partner to implement the YVPP from October 1, 2009 to September 30, 2010; (E) The 3rd Amended and Restated Interlocal Agreement for \$250,000 with the City of Belle Glade as a partner to implement the YVPP from October 1, 2009 to September 30, 2010; (F) A Budget Amendment for \$1,691,582 in the General Fund to recognize the award amount; and

(G) Staff recommends motion to Receive and File: a Recovery Act Edward Byrne Memorial Justice Assistance Grant of \$1,691,582 for the Palm Beach County YVPP.

SUMMARY: The Criminal Justice Commission (CJC) is requesting the use of \$1,691,582 from the Federal FY09 Recovery Act Edward Byrne Memorial Justice Assistance grant for the continuation of the Youth Violence Prevention Project (YVPP) and its primary partners, the five cities at greatest risk for future violence. The YVPP began the fourth year of implementation and funding on October 1, 2009. To date, the funds have established Youth Empowerment Centers in all five geographic areas (listed above) identified as hot-spots and a Justice Service Center in Riviera Beach. In addition, joint law enforcement operations with multiple revenue sources complete the suppression component of the Project. Remaining grant funds of \$150,000 will be contracted for law enforcement training and technology for the 4th year evaluation. There is no requirement for match with the JAG funds. Countywide.(DW).

BACKGROUND AND JUSTIFICATION: On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a Youth Violence Prevention Project which would address the increase in violent firearms crimes. A Youth Violence Prevention Steering Committee was formed to bring local agencies together to create a comprehensive youth violence reduction program. (continued on page 3)

Attachments:

1. Interlocal Agreement with the City of West Palm Beach (2)
2. Interlocal Agreement with the City of Riviera Beach (3)
3. Interlocal Agreement with the City of Boynton Beach (3)
4. Interlocal Agreement with the City of Lake Worth (3)
5. 3rd Amended and Restated Interlocal Agreement with the City of Belle Glade (3)
6. Budget Amendment in the General Fund
7. Grant award letter from FDLE

Recommended by: _____

Department Director

3-19-10

Date

Approved By: _____

Assistant County Administrator

3/25/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>1,817,582</u>	_____	_____	_____	_____
External Revenues	< <u>1,691,582</u> >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>126,000</u>	=====	=====	=====	=====
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund_ Dept._ Unit_ Object

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

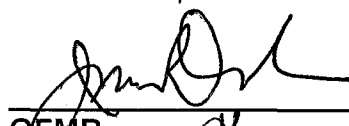
FY 2010 Adopted budget includes the \$126,000 in: 0001-767-7686-3401 as an administrative carry forward of unexpended funds from FY 2009.

C. Departmental Fiscal Review: 7.8 3/9/10

III. REVIEW COMMENTS

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

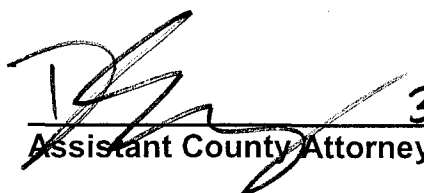
No county match required


 OFMB *all 3/24/10 SW 3/19/10 W 3/11/10*

 *3/24/10*
 Contract Dev. and Control

B. Legal Sufficiency:

This item complies with current County policies.

 *3/25/10*
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/95
 ADM FORM 01

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

(continued from page 1)

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 Youth Empowerment Center (YEC) in West Palm Beach is located at 723 39th Street in West Palm Beach with a projected opening of the Gaines Park Center in April 2010. The Riviera Beach YEC is located at 1562 W. 28th Street in Riviera Beach and will be moving to a newly constructed site on the property of the Lindsey Davis Center in summer 2010. The Justice Service Center continues to operate out of the Port Center in Riviera Beach primarily serving ex-offenders with driver's license, civil rights reinstatement, and educational and employment services. Boynton Beach's YEC is located at 311 NW 12th Avenue. The Lake Worth YEC continues to operate in Lake Worth at the Osborne Community Center which is at 1699 Wingfield Street in the south end of Lake Worth. Belle Glade's YEC is in the heart of the city located at 227 SW 6th Street. The Youth Empowerment Centers incorporate teen-specific programs such as: employment services, educational opportunities, tutoring, mentoring, audio visual production and marketing, computer hardware technology and a variety of other crime prevention components. The YEC's served over 733 youth (unduplicated) in 2007 and 2008. Additionally, the formation of Youth Empowerment Center Teen Councils has helped define the needs and wants of the teens in the community.

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. Palm Beach County experienced and continues to see an increase of shootings, generating tremendous concern on the part of the Board of County Commissioners, Criminal Justice Commission members, local law enforcement, educators and the community.

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

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.

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF WEST PALM BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of West Palm Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

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

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

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$323,000 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project set forth in Exhibit B. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

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

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Scope of Work in Exhibit B. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Program in a total amount not to exceed \$323,000.

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

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

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

SECTION 2. REPRESENTATIVE/MONITORING POSITION

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

The CITY'S representative/contract monitor during the term of this Agreement shall be Mr. Reed Daniel whose telephone number is (561) 804-5010.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project Scope of Work delineated in Exhibit B.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit C) and monthly financial invoices (Exhibit D) to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as

confirmation of the CITY's expenditures for the Project. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit A). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the Project. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the Project. 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 7. 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 8. TERMINATION

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

SECTION 9. ATTORNEY'S FEES

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; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

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

For the COUNTY:

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

With a copy to:

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

For the CITY:

Mayor Lois J. Frankel
City of West Palm Beach
401 Clematis Street
PO Box 3366
West Palm Beach, FL 33401

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 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 CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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. INSURANCE BY CITY OF WEST PALM BEACH

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

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

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

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

SECTION 17. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 18. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

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

collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal, Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days from the end of each calendar month (i.e. January 5, for the month

of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.

- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. CAPTIONS

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

SECTION 23. SEVERABILITY

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

SECTION 24. ENTIRETY OF AGREEMENT

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

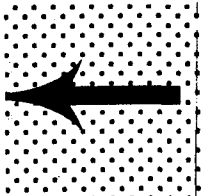
ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair



(SEAL)

WITNESSES:

[Signature]

CITY: West Palm Beach, FL

[Signature]
Lois J. Frankel, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency

By: _____
Date: 11/2/05

Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act- JAG Countywide

West Palm Beach YEC \$323,000

Personnel: \$323,000 All employees are City employees and spend 100% of time on YVPP.

1. Campus Manager **\$58,387**– West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (50% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
2. Center Supervisor **\$44,128**- West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (38% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
- 3 Center Supervisor **\$44,128** – West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (38% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
4. Program Coordinator **\$35,946** – West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (38% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
5. Program Coordinator **\$35,946** – West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (38% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
6. Bus Driver **\$27,867** – West Palm Beach (salary and benefits to include FICA, Veba, WC, Health, Retirement, Life (38% of salary to be paid by CWPB, 49% of benefits to be paid by CWPB)
7. (4) Recreation Leaders $\$19,149.53 \times 4 =$ **\$76,598** – West Palm Beach (Salary only, remaining 38% to be paid by CWPB)

**Criminal Justice Commission
Scope of Work for Youth Violence Prevention Project**

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

Each participating city agrees to:

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

Background:

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

Exhibit B

Components:

1. Crime Prevention:

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. Law Enforcement:

The law enforcement strategies include:

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

3. Courts:

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

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

Exhibit B

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance. .

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

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

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Alternative Education-Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program	Courts/City

Exhibit B

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

Exhibit B

careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

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

Exhibit B

the community for their law violations.	
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce Alliance and other agencies, the Justice Service Center would offer an array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	MOU with Workforce Alliance
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Justice Service Center Administrative Staff
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

Exhibit B

<p>1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.</p> <p>2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include working together at gun shows or simply as tracking over the counter sales.</p> <p>3: To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p>Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</p>
<p>Race Relations Training</p>	<p>City</p>

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

**Youth Violence Prevention Project
Monthly Programmatic Report**

Exhibit C

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

REPORTING MONTH: _____

Organization: _____
Project Name: _____
Person completing this form: _____

YOUTH EMPOWERMENT CENTER	
<small>Please indicate the total number of participants for the following categories:</small>	
After-school Activities	<input type="text"/>
Career Academy:	<input type="text"/>
Comm. Outreach Program:	<input type="text"/>
Cultural Diversity Training:	<input type="text"/>
Employment Services:	<input type="text"/>
Job Training:	<input type="text"/>
Life Skills:	<input type="text"/>
Parenting Classes:	<input type="text"/>
Safe School Program:	<input type="text"/>
Teen Center:	<input type="text"/>
Tutoring:	<input type="text"/>
Mentoring:	<input type="text"/>

Due Dates: The 10th of each month
following each month of services.

LAW ENFORCEMENT	
<small>Please indicate the following:</small>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input type="text"/>
 <u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input type="text"/>

JUSTICE SERVICE CENTER

Exhibit C

Please indicate the total number of participants for the following categories.

Mental Health :

Substance Abuse:

Probation Sanction:

Community Service:

Life Skills:

Social Services:

Legal Services:

Employment:

Cult. Competency Training

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

[illegible]

Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category			Category Total
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____</p> <p style="text-align: center;">Project Director</p> <p style="text-align: center;">_____ Typed Name of Project Director</p>			

DETAIL OF SALARIES AND BENEFITS

Subgrantee:		County:	Claim Period:				Claim #:
Project #:		Project Title:				Telephone:	
Name of Employee	Job Title	Type of Work Performed on Project	Hrs. Worked on Project	Total Hrs. Worked	%	Gross Salary for Pay Period	Charges to Project
Subtotals							
Add Actual Cost of Retirement, Group Insurance, FICA Taxes, Etc. (from Page 3, Details of Benefits)							
Total Overtime Pay and Benefits (form Page 4, Details of Overtime Pay and Benefits)							
This column total must appear on Page 1, Summary Statement. Total Salaries and Benefits							

DETAIL OF OVERTIME PAY AND BENEFITS

Subgrantee:		County:	Claim Period:		Claim #:
Project #:		Project Title:		Telephone:	
Name of Employee	Job Title	Type of Work Performed on Project	Hrs. Worked on Project	Charges to Project	
			Subtotals		
Add Actual Cost of Retirement, Group Insurance, FICA Taxes, Etc. (from Page 5, Details of Benefits for Overtime Only)					
This column total must appear on Page 2, Detail of Salary and Benefits, if regular Salaries and Benefits are included in the budget. If no regular Salaries and Benefits are included then this column total must appear on Page 1, Summary Statement.				Total Overtime Pay and Benefits	

DETAIL OF BENEFITS FOR OVERTIME ONLY

Criminal Justice

DETAIL OF BENEFITS

Subgrantee:		County:		Claim Period:		Claim #:		
Project #:		Project Title:				Telephone:		
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits							Total Charges to Project	

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

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

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits						Total Charges to Project

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

Subgrantee:	County:	Claim Period:		Claim #:
Project #:	Project Title:			Telephone:
Vendor	Description of Property	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.			Total	

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.				Total

DETAIL OF INDIRECT COSTS

Subgrantee:		County:	Claim Period:		Claim #:
Project #:		Project Title:			Telephone:
Vendor	Description	Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.				Total	

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Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

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submitting quarterly PGI reports until all funds are expended. (See Item 10. Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules," § 215.97, Fla. Stat., "Florida Single Audit Act", and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources.

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

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for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutory-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

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 the Office of Justice Programs.

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41. "Pay - to - Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

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 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>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

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Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

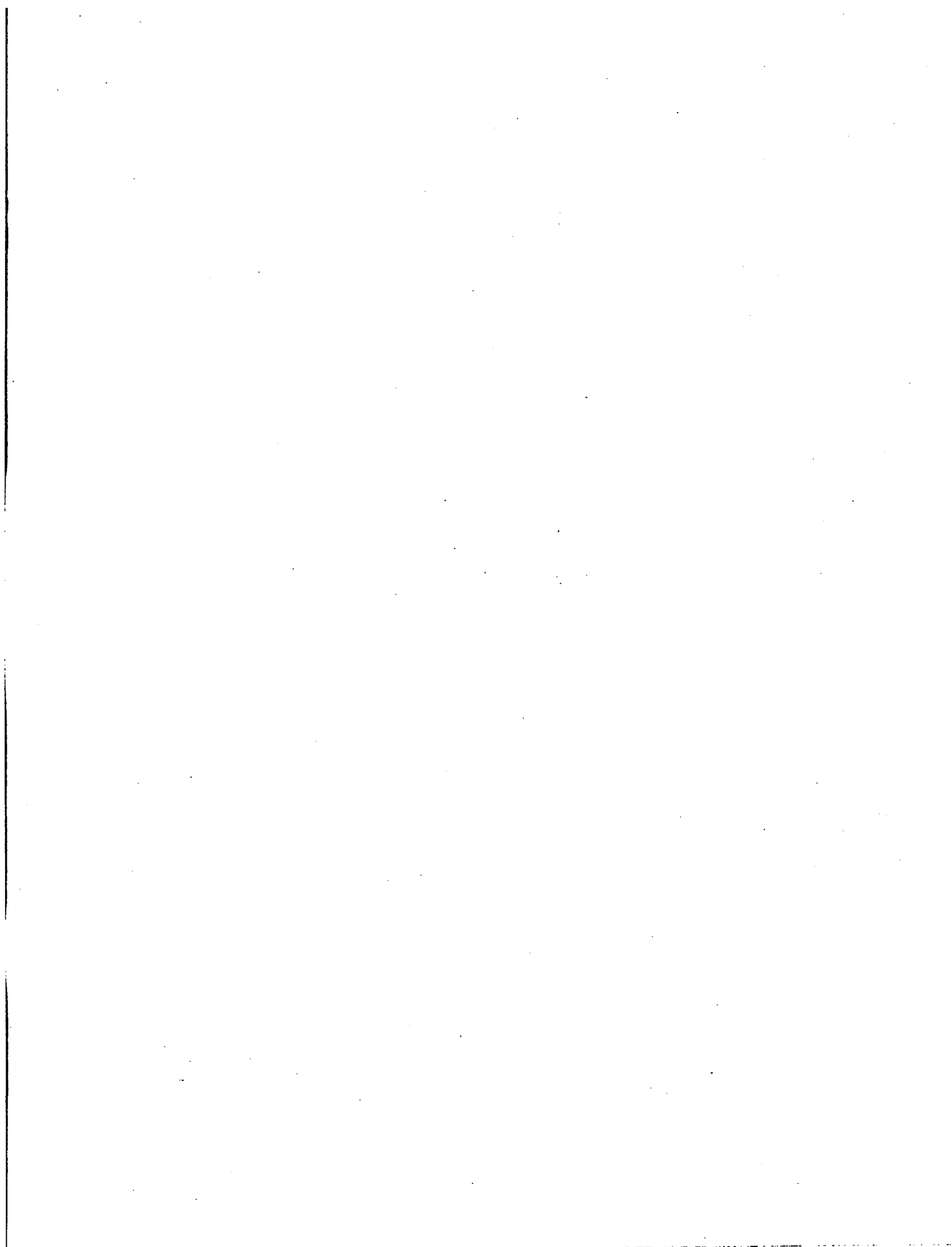
The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

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"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. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.



**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

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5. Central Contractor Registration and DUNS Number

The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards

- a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.

7. Reporting (Section 1512)

- a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**
- b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act 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 Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by -

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

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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 Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

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American Recovery and Reinvestment Act of 2009**

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

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

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

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$423,512 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project set forth in Exhibit B. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

NOW, THEREFORE, in consideration of the mutual representations, terms and

covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Scope of Work in Exhibit B. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Program in a total amount not to exceed \$423,512.

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

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

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

SECTION 2. REPRESENTATIVE/MONITORING POSITION

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

The CITY'S representative/contract monitor during the term of this Agreement shall be Mr. David Wright whose telephone number is (561) 845-4097.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project Scope of work delineated in Exhibit B.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit C) and monthly financial invoices (Exhibit D) to the COUNTY which will include a reference to this Agreement,

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

SECTION 6. ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the Project. 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 7. 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 8. TERMINATION

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

SECTION 9. ATTORNEY'S FEES

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; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

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

For the COUNTY:

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

With a copy to:

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

For the CITY:

Thomas A. Masters, Mayor
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 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 CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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. INSURANCE BY CITY OF RIVIERA BEACH

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

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

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

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

SECTION 17. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 18. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

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

collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal, Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of

December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.

- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. CAPTIONS

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

SECTION 23. SEVERABILITY

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

SECTION 24. ENTIRETY OF AGREEMENT

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:

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

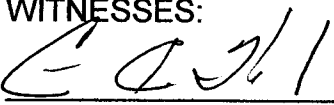
Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair

(SEAL)

WITNESSES:

 10/7/09

Carrie E. Ward
City Clerk

CITY: Riviera Beach, FL

 _____
Thomas A. Masters, Mayor

**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

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act- JAG Countywide

Riviera Beach YEC \$ 213,802

Personnel: \$160,749

All personnel are City of Riviera Beach employees and 100% to YVPP.

1. PT Youth Worker 100% **\$22,620** Riviera Beach (Salary Only)
2. PT Youth Worker 100% **\$22,620** Riviera Beach (Salary Only)
3. Director 100% **63,353**- Riviera Beach (salary and benefits to include FICA, Health, Dental)
4. Community Oriented Police Officer 100% **52,156** (SALARY AND FICA ONLY, benefits are being paid by City of Riviera Beach as part of their contribution to the YVPP)

Contractual Services \$28,400

Providers to teach an industry to develop a career path for youth such as computer hardware, website design, substance abuse resistance, gang resistance, leadership skills, job training, job development, anti-bullying, i.e. to resist a life of crime.

1. Russo Consulting Building a Computer \$5500
4hrs a week x 32 weeks = 128/\$5,500= \$42.97 an hour or unit cost (1 staff per class)
2. Private Providers Tutoring \$8,400
6hrs a week x 52 weeks = 312hrs/\$8,400 = \$26.92 is the unit cost
3. Operation Restore Computer Programming Education \$8500
8hrs a week x 52 weeks = 416hrs/\$8,500 = \$20.43 is the unit cost
4. Edgecomb, Rolle and Associates – Work Life Skills & Entrepreneurial Program - \$ 6,000
6hrs a week x 32 weeks = 192hrs/\$6,000 = \$31.25 is the unit cost

Expenses \$24,653

Program supplies \$2,000- computer software, educational materials, camera and supplies, computer equipment, and related program supplies.

Office supplies- \$ 2,300 pencils, paper, ink, liquid paper, stamps and other related office supplies

Travel \$3,600 Crime Prevention Conference to be identified and approved by FDLE \$1200; Gas for 2 van transporting youth @ \$100/month per vehicle x (2) vehicles \$2400.

Communication/utilities- \$3,600 - \$3,600 x 12 months = \$300.00 water and electric (Center is being leased, not city owned).

Equipment rental \$6520- Installation and operation cost for 2 telephones \$2,000 @ Youth Empowerment Center; Operational cost/monthly billing for DSL Internet Service @ \$150.00 x 12 months. = \$1800; cell phone monthly billing \$105 x 12 months = \$1260; copier maintenance \$1,460 which is \$121.67/mo.

Printing- \$1250 - brochures, event announcements, contest, newsletters, letterhead, envelopes, banners, recruitment tools for youth participants and other related printed materials. FDLE approval is needed prior to print.

Training and Development- \$258 staff development to ensure that staff is up to date on the latest gang trend, anti-violence trends and safety such as 1st Aid and CPR. To be preapproved by FDLE.

Food/snacks- \$ 5,125 - snacks are available at all YEC's and a light meal is provided when youth are out on an activity with staff for an extended period of time. Light meals are provided occasionally for youth crime prevention trainings that occur during traditional meal times lasting more than 4 hours (typically during hours of 4-8PM). These trainings/meetings are all day and/or half day.

Ex A

Riviera Beach Justice Service Center \$209,710

Personnel \$132,231 – All are City of Riviera Beach employees

1. Director 100% 63,353- Riviera Beach (salary , FICA, health and dental) – JSC
2. RE-entry Coordinator 100% \$52,343- (salary, FICA, health and dental) Riviera Beach- JSC
3. PT Administrative Asst. – \$16,535 (Salary and FICA only)
\$16/hr x 30 hrs/wk x 32 wks

Contractual \$33,280

Urban Farmers Inc. Job Training - \$33,280

1 unit=1 hour 1 unit = \$26.00; 1280 units @ \$26.00= \$33,280

Expenses \$44,199

Program supplies \$1200- computer software, computer equipment, and related program supplies

Office supplies- \$2303 pencils, paper, ink, liquid paper, stamps, postage and other related office supplies

Equipment Rental – \$5468- 4 phone lines and a fax line/monthly \$125 X 12 = \$1500; DSL Internet monthly expense monthly \$104 X 12 =1248; 2 cell phone monthly approximately \$105 X 12 = \$1250; copier maintenance monthly \$122.50 X 12 = \$1,470.

Travel \$3600 Prison Aftercare RE-entry Conference, Annual Consortium and related expenses and gas for 1 van transporting clients @ \$100/month per vehicle \$1200.

Printing- \$1250 - brochures, event announcements, contest, newsletters, letterhead, envelopes, banners, recruitment tools and other related printed materials. All requiring prior FDLE approval.

Training and Development- \$258 staff development to ensure that staff are up to date on the latest gang trend, anti-violence trends and safety such as 1st Aid and CPR

Rent \$30,120 Space is at the Port Center located at 2051 MLK Jr Blvd.

1369 sq ft @ \$22/sq ft

**Criminal Justice Commission
Scope of Work for Youth Violence Prevention Project**

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

Each participating city agrees to:

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

Background:

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

Components:

1. Crime Prevention:

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. Law Enforcement:

The law enforcement strategies include:

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

3. Courts:

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

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

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance.

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

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

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Alternative Education-Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program	Courts/City

Exhibit B

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

Exhibit B

careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

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

Exhibit B

the community for their law violations.	
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce Alliance and other agencies, the Justice Service Center would offer and array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	MOU with Workforce Alliance
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Justice Service Center Administrative Staff
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

Exhibit B

<p>1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.</p> <p>2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include working together at gun shows or simply as tracking over the counter sales.</p> <p>3: To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p>Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</p>
<p>Race Relations Training</p>	<p>City</p>

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

Youth Violence Prevention Project
Monthly Programmatic Report

Exhibit C

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

REPORTING MONTH: _____

Organization: _____
Project Name: _____
Person completing this form: _____

YOUTH EMPOWERMENT CENTER	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input type="text"/>
Career Academy:	<input type="text"/>
Comm. Outreach Program:	<input type="text"/>
Cultural Diversity Training:	<input type="text"/>
Employment Services:	<input type="text"/>
Job Training:	<input type="text"/>
Life Skills:	<input type="text"/>
Parenting Classes:	<input type="text"/>
Safe School Program:	<input type="text"/>
Teen Center:	<input type="text"/>
Tutoring:	<input type="text"/>
Mentoring:	<input type="text"/>

Due Dates: The 10th of each month
following each month of services.

LAW ENFORCEMENT	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input type="text"/>

JUSTICE SERVICE CENTER

Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date _____		Signed _____	
		Project Director	
		_____ Typed Name of Project Director	

DETAIL OF BENEFITS

Subgrantee:		County:		Claim Period:			Claim #:	
Project #:		Project Title:					Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits							Total Charges to Project	

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits					Total Charges to Project	

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.				Total

DETAIL OF INDIRECT COSTS

Subgrantee:		County:	Claim Period:		Claim #:
Project #:		Project Title:			Telephone:
Vendor	Description	Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.				Total	

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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Florida Department of Law Enforcement

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutory-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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Florida Department of Law Enforcement

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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"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. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

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 Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

K09-153

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF BOYNTON BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Boynton Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

09 SEP 23 AM 10:30

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE

WITNESSETH:

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

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

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

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

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$279,900 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project set forth in Exhibit B. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

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

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Scope of Work in Exhibit B. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Program in a total amount not to exceed \$279,900.

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

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

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

SECTION 2. REPRESENTATIVE/MONITORING POSITION

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

The CITY'S representative/contract monitor during the term of this Agreement shall be Ms. Stacey Robinson whose telephone number is (561) 742-6643.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project Scope of Work delineated in Exhibit B.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit C) and monthly financial invoices (Exhibit D) to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as

confirmation of the CITY's expenditures for the Project. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit A). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the Project. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the Project. 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 7. 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 8. TERMINATION

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

SECTION 9. ATTORNEY'S FEES

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; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

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

For the COUNTY:

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

With a copy to:

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

For the CITY: Kurt Bressner, City Manager
City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL 33425

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 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 CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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. INSURANCE BY CITY OF BOYNTON BEACH

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY

acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

SECTION 17. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 18. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws,

ordinances, codes and regulations that may in any way affect the services offered.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal, Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in

the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.

- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. CAPTIONS

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

SECTION 23. SEVERABILITY

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

SECTION 24. ENTIRETY OF AGREEMENT

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair

(SEAL)

WITNESSES:

CITY: Baysnton Beach, FL

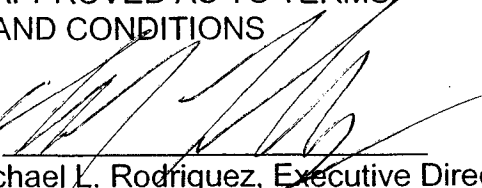


Kurt Bressner, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

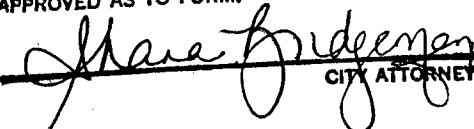
By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

APPROVED AS TO FORM:



CITY ATTORNEY

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act- JAG Countywide

Boynton Beach YEC \$279,900.00

Personnel: \$120,250 Staff are Boynton Beach City employees and 100% to YVPP.

1. Director 100% 69,784 (salary and benefits including: FICA, Health, Life, Disability, Dental & Vision)
2. Teen Coordinator 100% 50,466 (salary and benefits include: FICA, Health, Life, Disability, Dental & Vision)

Contractual Services \$136,000 – (each service provider will be under \$100,000.)

A variety of services will be provided such as Hooked on Fishing not on Drugs, Take a Knee for Character, Girls Mentoring, e.g.

These contracts are currently being negotiated and will be submitted as a GAN post-award.

Expenses \$23,650

Program supplies **\$7500**- computer software, educational materials, camera and supplies, upgrades to computer system and security , and related program supplies requiring prior approval for items not listed.

Office supplies- **\$ 2250** pencils, paper, ink, liquid paper, stamps and other related office supplies,

Travel **\$500** - Gas for 1 van transporting youth to and from center and community events, \$62.50 X 8months=\$500

Food/snacks-**\$ 3,000** - snacks are available at all YEC's and a light meal is provided when youth are out on an activity with staff for an extended period of time or for trainings. Additionally, crime-prevention meetings and summits are held and snacks/light meals are offered. These are typically 4-8 hours in length. Light meals are provided occasionally for youth crime prevention trainings that occur during traditional meal times lasting more than 4 hours (typically during hours of 4-8PM). These trainings/meetings are all day and/or half day. These events will offer training opportunities on how to connect with law enforcement agencies in their communities to help promote public safety, while guiding them into positive life choices.

Printing- **\$2,000** - brochures, event announcements, contest, newsletters, letterhead, envelopes, banners, recruitment tools (for participants) and other related printed materials. FDLE prior approval is needed.

Training and Development- **\$5000** staff development to ensure that staff are up to date on the latest gang trend, anti-violence trends and safety such as 1st Aid and CPR. Prior FDLE approval is needed.

Equipment rental- **\$3400** for 1 cell phone at \$30 month X12=\$360; DSL internet Service at \$85 month X12= 1,020; 1 Laptop air-card at \$101 month X 12= 1,212 and 1 air-card at \$101 month X 8=\$808.

Exhibit B

Criminal Justice Commission Scope of Work for Youth Violence Prevention Project

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

Each participating city agrees to:

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

Background:

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

Components:

1. **Crime Prevention:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. **Law Enforcement:**

The law enforcement strategies include:

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

3. **Courts:**

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

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

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance.

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

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

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Alternative Education-Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program	Courts/City

Exhibit B

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

Exhibit B

careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

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

Exhibit B

the community for their law violations.	
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce Alliance and other agencies, the Justice Service Center would offer an array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	MOU with Workforce Alliance
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Justice Service Center Administrative Staff
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

Exhibit B

<p>1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.</p> <p>2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include working together at gun shows or simply as tracking over the counter sales.</p> <p>3: To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p>Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</p>
<p>Race Relations Training</p>	<p>City</p>

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

Youth Violence Prevention Project
Monthly Programmatic Report

Exhibit C

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

REPORTING MONTH: _____

Organization: _____
Project Name: _____
Person completing this form: _____

YOUTH EMPOWERMENT CENTER	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input type="text"/>
Career Academy:	<input type="text"/>
Comm. Outreach Program:	<input type="text"/>
Cultural Diversity Training:	<input type="text"/>
Employment Services:	<input type="text"/>
Job Training:	<input type="text"/>
Life Skills:	<input type="text"/>
Parenting Classes:	<input type="text"/>
Safe School Program:	<input type="text"/>
Teen Center:	<input type="text"/>
Tutoring:	<input type="text"/>
Mentoring:	<input type="text"/>

JUSTICE SERVICE CENTER

Due Dates: The 10th of each month
following each month of services.

LAW ENFORCEMENT	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input type="text"/>

Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date _____		Signed _____ Project Director	
		_____ Typed Name of Project Director	

DETAIL OF BENEFITS

Subgrantee:			County:		Claim Period:		Claim #:	
Project #:			Project Title:					Telephone:
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits							Total Charges to Project	

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits					Total Charges to Project	

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:		Claim #:
Project #:		Project Title:			Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.				Total	

DETAIL OF INDIRECT COSTS

Subgrantee:		County:		Claim Period:		Claim #:	
Project #:		Project Title:				Telephone:	
Vendor		Description		Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.						Total	

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules"; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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Florida Department of Law Enforcement

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutory-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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"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. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

<p style="text-align: center;">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>

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 Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF LAKE WORTH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Lake Worth, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

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

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

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$265,170 from October 1, 2009 through September 30, 2010 for the Youth Violence Prevention Project set forth in Exhibit E. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

WHEREAS the CITY will provide services and expenditures in the targeted areas as set forth in Exhibits A and E.

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

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project Implementation Plan in Exhibit E. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Program in a total amount not to exceed \$265,170.

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

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

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

SECTION 2. REPRESENTATIVE/MONITORING POSITION

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

The CITY'S representative/contract monitor during the term of this Agreement shall be Mr. Juan Ruiz whose telephone number is (561) 533-7363.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

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

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit C) and monthly financial invoices (Exhibit D) to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as

confirmation of the CITY's expenditures for the Project. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit A). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the Project. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the Project. 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 7. 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 8. TERMINATION

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

SECTION 9. ATTORNEY'S FEES

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; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

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

For the COUNTY:

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

With a copy to:

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

For the CITY: Susan Stanton, City Manager
City of Lake Worth
7 North Dixie Hwy.
Lake Worth, FL 33460

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 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 CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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. INSURANCE BY CITY OF LAKE WORTH

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY

acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

SECTION 17. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 18. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws,

ordinances, codes and regulations that may in any way affect the services offered.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal, Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days from the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in

the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.

- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. CAPTIONS

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

SECTION 23. SEVERABILITY

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

SECTION 24. ENTIRETY OF AGREEMENT

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

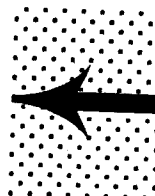
ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

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

By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair



(SEAL)

WITNESSES:

Valerie Y. Hurley 10/9/09
Camille R. Hays 10/9/09

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney



CITY: Lake Worth, FL

Jeff Clemens 10/9/09
Mayor

APPROVED AS TO TERMS
AND CONDITIONS

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

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act- JAG Countywide

Lake Worth YEC \$265,170

Personnel: \$31,660 Staff are City of Lake Worth employees and 100% to YVPP.

1. Rec Leader PT 100% 31660 (salary, FICA and Workers Comp) City of Lake Worth employee

Contracutal Services \$170,850

1. For the Children Daily afterschool education and crime prevention activities \$99,920
 $1\text{unit}=1\text{ hour } 1\text{ unit} = \$53.86 ; 1855\text{ units @ } \$53.86 = \$99,920$
2. Corey Bullard Audio Visual Program \$20,000
 $1\text{ unit}=1\text{ hour } 1\text{ unit} = \$56.25\text{ per hour}; 355\text{units @ } \$56.25 =$
3. Russo Consultants Computer Education (larger class, different curriculum)
 $\text{unit}=1\text{ hour } 1\text{ unit} = \$56.25 ; 355\text{units @ } \$56.25 =$ \$20,000
4. TBD Tutors (2) Tutoring for GED, ACT, FCAT,SAT \$30,930
 $1\text{unit}=1\text{ hour } 1\text{ unit} = \$49.25 ; 314\text{ units @ } \$49.25 \times 2\text{ tutors} = \$30,930$

Expenses \$62,660

Program supplies **\$9500**- computer software, educational materials, supplies for GREAT, supplies for tutoring and FCAT prep, supplies for recruitment and retention of program participants, camera and supplies, computer equipment, related program supplies.

Office supplies- **\$2500** pencils, paper, ink, liquid paper, stamps and other related office supplies

Food/snacks- **\$13,400** - snacks are available at all YEC's and a light meal is provided when youth are out on an activity with staff for an extended period of time. Light meals are provided occasionally for youth crime prevention trainings that occur during traditional meal times lasting more than 4 hours (typically during hours of 4-8PM). These trainings/meetings are all day and/or half day.

Travel **\$10,000** National League of Cities Conference (NLCC) and related expenses and a leadership conference for staff and youth to attend, TBD. NLCC is intended to further educate a selected group of youth on crime prevention initiatives and provide youth the opportunity to further develop leadership skills.

Printing- **\$3800** - brochures, event announcements, contest, newsletters, letterhead, envelopes, banners, recruitment tools (for participants) and other related printed materials. Materials to be preapproved by FDLE.

Training and Development- **\$3100** staff development to ensure that staff are up to date on the latest gang trend, anti-violence trends and safety such as 1st Aid and CPR.

Community and Volunteer Services**\$15,000** – for leadership and life skill building for the teen advisory council to cover anti-crime and anti-violence, mentoring and community volunteer services. Building Maintenance and supplies- **\$5360**- includes cleaning supplies, paper goods, and monthly alarm and Fire Sprinkler service. Alarm Service: 12 months x \$61.31= \$735.72; Fire Sprinkler Service: Quarterly Inspections \$250.00 x 4= \$2,000; Custodial Supplies: 12 months x \$150.00= 1800.00 Paper products for bathrooms: 12 months x \$65.00= \$780.00

**Criminal Justice Commission
Scope of Work for Youth Violence Prevention Project**

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

Each participating city agrees to:

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

Background:

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

Components:

1. Crime Prevention:

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. Law Enforcement:

The law enforcement strategies include:

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

3. Courts:

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

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

Exhibit B

4. Corrections:

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance.

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

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

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Alternative Education-Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program	Courts/City

Exhibit B

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

Exhibit B

careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

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

Exhibit B

the community for their law violations.	
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce Alliance and other agencies, the Justice Service Center would offer and array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	MOU with Workforce Alliance
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Justice Service Center Administrative Staff
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

Exhibit B

<p>1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.</p> <p>2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include working together at gun shows or simply as tracking over the counter sales.</p> <p>3: To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p>Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</p>
<p>Race Relations Training</p>	<p>City</p>

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

**Youth Violence Prevention Project
Monthly Programmatic Report**

Exhibit C

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

REPORTING MONTH: _____

Organization: _____
Project Name: _____
Person completing this form: _____

YOUTH EMPOWERMENT CENTER	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input type="text"/>
Career Academy:	<input type="text"/>
Comm. Outreach Program:	<input type="text"/>
Cultural Diversity Training:	<input type="text"/>
Employment Services:	<input type="text"/>
Job Training:	<input type="text"/>
Life Skills:	<input type="text"/>
Parenting Classes:	<input type="text"/>
Safe School Program:	<input type="text"/>
Teen Center:	<input type="text"/>
Tutoring:	<input type="text"/>
Mentoring:	<input type="text"/>

JUSTICE SERVICE CENTER

Due Dates: The 10th of each month
following each month of services.

LAW ENFORCEMENT	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input type="text"/>

Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____</p> <p style="text-align: center;">Project Director</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Typed Name of Project Director</p>			

DETAIL OF BENEFITS

Subgrantee:		County:		Claim Period:		Claim #:		
Project #:		Project Title:					Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits							Total Charges to Project	

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits						Total Charges to Project

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.				Total

DETAIL OF INDIRECT COSTS

Subgrantee:		County:	Claim Period:		Claim #:
Project #:		Project Title:			Telephone:
Vendor	Description	Date Paid	Check Number	Amount	
This column total must appear on Page 1, Summary Statement.				Total	

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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"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. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

<p align="center">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>
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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 Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

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

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

WITNESSETH:

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

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

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

WHEREAS, the Youth Violence Prevention Project has been initiated in Belle Glade; and

WHEREAS, the CITY has implemented a Youth Empowerment Center in accordance with the Youth Violence Prevention Project guidelines; and

WHEREAS, the COUNTY agrees to reimburse the CITY up to an additional \$250,000 for FY2010 and roll over any unobligated dollars from FY2009 to continue to operate the Youth Violence Prevention Project; and

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

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

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

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement the Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Scope of Work in Exhibit B. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Project in a total amount not to exceed \$250,000 for FY2010.

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

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

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

SECTION 2. COUNTY DONATION OF MODULAR

The COUNTY agrees to cause the transfer of title of two mobile home vehicles registered with the Florida Department of Motor Vehicles (together referred to as "Facility") with vehicle ID and title numbers of SMM10242A/100946347 and SMM10242B/100946451 respectively at the COUNTY'S sole cost and expense. The COUNTY's cost for the donation and relocation of the Facility is \$157,200. The cost of the work includes the following work items:

- 1) preparation of documents required for design/permitting of the work;
- 2) obtaining all necessary permits for the work;
- 3) relocation and reassembly of the Facility to the Property;
- 4) de-mucking of the portion of the Property on which the Facility is to be placed, if necessary;
- 5) plumbing and all equipment necessary to connect to City water and sewer facilities at the Property line;
- 6) all electrical equipment to connect to commercial power at the Property line, and

7) all other items required to complete the scope of work in order to implement the site plan which is shown in Exhibit B.

The COUNTY shall cause the Facility to be relocated to the CITY owned property located at 227 SW 6th Street in Belle Glade, Florida (referred to as the Property). The CITY also represents that utilities (water, sewer and electric) are available at the Property line. In the event that any use approvals or permits necessary by the CITY or any regulatory agency require off-site improvements, such improvements will be performed at the CITY's sole cost and expense.

The COUNTY shall prepare, or cause to be prepared, the drawings necessary to secure a permit for placement of the Facility as well as the utility connections and shall pursue the permits at its sole cost and expense. The CITY designates the City Manager as the person with authority to sign the permit applications as owner of the Property and designates the COUNTY and/or its Contractor as agent for the sole purposes of that permit. When all necessary permits have been received, the COUNTY shall cause the Facility to be installed pursuant to said permits and when complete, transfer title for the Facility to the CITY. The CITY is accepting the Facility in its "as-is" condition with no representations on its condition or fitness for use and no warranties of any kind, express or implied. The COUNTY warrants the installation work performed by the COUNTY's Contractor with regard to the re-assembly of the Facility and installation of utility connections. If the CITY believes that the installation work is faulty, the CITY shall notify COUNTY in writing to COUNTY'S Facilities Development & Operations which will determine if such a claim is covered by the warranty pursuant to its contract with the Contractor and advise the CITY as to whether the claim for work is covered by the warranty and if so, pursue same through the Contractor until corrected.

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

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

default to cover its expenses. The CITY agrees to promptly execute the title transfer documents required to effectuate this provision within 7 calendar days of presentation.

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

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

sole and absolute discretion. This Section shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 3. REPRESENTATIVE/MONITORING POSITION

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

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

SECTION 4. EFFECTIVE DATE/TERMINATION

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

SECTION 5. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit B.

SECTION 6. PAYMENTS/INVOICING AND REIMBURSEMENT

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

SECTION 7. ACCESS AND AUDITS

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

SECTION 8. BREACH/OPPORTUNITY TO CURE

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

SECTION 9. TERMINATION

This Section is hereby amended as follows: The COUNTY shall have the right to terminate this Agreement for any reason whatsoever or no reason at all upon 30 days notice. In the event of termination by COUNTY for any reason other than default, the COUNTY's only obligation is to pay the CITY any reimbursable expenses incurred as of the date of the termination notice. In the event of termination by COUNTY for any reason other than default, the CITY shall be relieved of all modular donation conditions.

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

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

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

SECTION 10. ATTORNEY'S FEES

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

SECTION 11. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered

either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

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

With a copy to: Dawn Wynn, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

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

SECTION 12. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 13. FILING

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

SECTION 14. 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 15. REMEDIES

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

SECTION 16. EQUAL OPPORTUNITY PROVISION

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

SECTION 17. INSURANCE BY CITY OF BELLE GLADE

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

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

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

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

SECTION 18. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 19. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance

2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits E,F) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.

- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit B. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit C.
- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. REGULATIONS; LICENSING REQUIREMENTS:

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 23. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Interlocal Agreement for subsequent fiscal years in contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 24. CAPTIONS

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

SECTION 25. SEVERABILITY

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

SECTION 26. ENTIRETY OF AGREEMENT

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

SECTION 27. WRITTEN AMENDMENT

This Second Amended and Restated Agreement shall not take effect until executed by the CITY and COUNTY. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

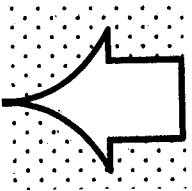
ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

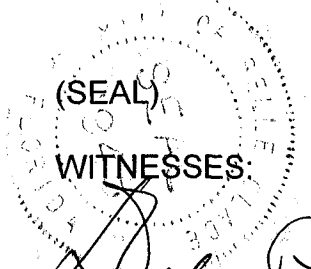
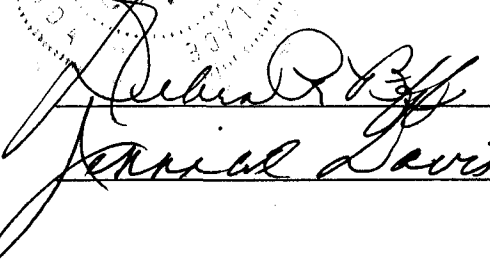
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
~~John F. Koons, Chairman~~
Burt Aaronson, Chair



(SEAL)

WITNESSES:

Jennifer Davis

CITY: Mayor Steven Wilson
Belle Glade, FL



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act- JAG Countywide

Belle Glade YEC \$250,000

Personnel \$ 106,328 – All City of Belle Glade employees and 100% to YVPP

1. Director 100% 68,546- Belle Glade (Salary, FICA, Workers' Comp, Health, Retirement, FL Unemployment)
2. Education Specialist (100%)18,891 Belle Glade – New position (Salary, FICA, Workers' Comp)
3. Outreach Specialist100%) 18,891 Belle Glade – new position (Salary, FICA, Workers' Comp)

Contract Services \$75,000

These contracts are currently being negotiated and will be submitted as a GAN post-award.

1. Fed of Families Entrepreneurial Program \$25,000
1 unit=1 hour 1 unit = \$53.41 ; 468 units @ \$53.41 = \$ 25,000
2. TBD Computers/Web design \$15,000
1 unit=1 hour 1 unit = \$57.69; 260 units @ \$57.69 = \$15,000
3. TBD Youth to Work Life Skills \$10,000
1 unit=1 hour 1 unit = \$32.05; 312 units @ \$32.05 = \$10,000
4. The First Tee Life Skills Through Golf \$15,000
1 unit=1 hour 1 unit = \$48.07; 312 units @ \$48.07 = \$15,000
5. TBD Tutoring/FCAT - \$10,000
1 unit=1 hour 1 unit = \$19.23; 520 units @ \$19.23= \$10,000

Expenses \$68,672

Program supplies \$21,000- computer software, educational materials, materials for GREAT, supplies for tutoring and FCAT prep, supplies for recruitment and retention of program participants, camera and supplies, computer equipment, and related program supplies. Local Youth summits for the purpose of crime prevention and community and volunteer services. Program supplies for a technology training program and life skills programming.

Office supplies- \$7,850 pencils, paper, ink, liquid paper, postage and other related office supplies

Food/snacks- \$9,125 – snacks are available at all YEC's and a light meal is provided when youth are out on an activity with staff for an extended period of time. Light meals are provided occasionally for youth crime prevention trainings that occur during traditional meal times lasting more than 4 hours (typically during hours of 4-8PM). These trainings/meetings are all day and/or-half day.

Travel \$12,252 National Conference and related expenses and a leadership conference for staff and youth to attend, TBD and youth transportation costs. Fuel for transporting youth (\$88 per month x 12 = \$1056).

Utilities- \$ 7,000 – (water \$175 a month x 12 = \$2,100), and (electric \$408 a month x 12 = \$4,900) YEC is in a standalone building

Equipment Rental \$ 7,100 cell phones (\$840/\$70.00 a month), internet and telephone (combined bill) \$3760 (\$313/mo) Security maintenance and monitor \$2500(\$208/mo)

Printing- \$1,200 - brochures, event announcements, contest, newsletters, letterhead, envelopes, banners, recruitment tools and other related printed materials. Materials require prior approval of FDLE

Ex A

Training and Development- **\$2,000** staff development to ensure that staff is up to date on the latest gang trend, anti-violence trends and safety such as 1st Aid and CPR. Trainings not listed require prior FDLE approval

Building Maintenance and supplies- **\$1145** - cleaning supplies (\$20. a month x 12 = \$240), exterminating charges (\$55.41 a month x 12 = \$665), related maintenance supply (\$20 a month x 12 = \$240)

Exhibit B

Criminal Justice Commission Scope of Work for Youth Violence Prevention Project

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

Each participating city agrees to:

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

Background:

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

Components:

1. Crime Prevention:

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

2. Law Enforcement:

The law enforcement strategies include:

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

3. Courts:

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

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

4. **Corrections:**

Establish a Justice Service Center in each targeted area to provide assistance to juvenile and young adult offenders up to age 29. The Justice Service Center provides services either on-site or through referrals. These services include employment, substance abuse, mental health, legal assistance, re-entry assistance, life skills, and probation sanction assistance.

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

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

Youth Empowerment Center Programs:	Responsibility
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area to meet regularly to recommend programs and policies of the Youth Empowerment Center	City
Teen Center Provide educational and recreational programming. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 st day of the month.	City
Alternative Education-Career Academy Designated Career Academies would provide opportunities for in school and out of school youth without regard to grade point average. Develop a pilot career academy through a charter school to be located within the targeted area and based on the career choices that the Youth Council and Citizen Advisory Board identify.	MOU with School District and Charter School
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program	Courts/City

Exhibit B

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

Exhibit B

careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

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

Exhibit B

the community for their law violations.	
Employment Services The Justice Service Center would be able to provide assistance to those seeking employment services. By partnering with the Workforce Alliance and other agencies, the Justice Service Center would offer an array of referrals to partner agencies that can provide the individual with assistance in obtaining employment, gaining self-sufficiency, gaining work skills to obtain employment, and upgrading skills to maintain employment.	MOU with Workforce Alliance
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Justice Service Center Administrative Staff
Legal Services	City/Public Defender
Cultural Competency Training	City
Life Skills	City
Social Services	City

Law Enforcement	Responsibility
Evidence Collection Training and MOU for standardized collection	MOU with Palm Beach Community College and City
Community Oriented Policing A Community Oriented Police Officer in each of the target areas to develop relationships within the neighborhood help citizens feel safer and become more involved in reducing crime in the area.	City
License Plate Recognition Cameras To place such units in areas where stolen vehicles are most likely to be driven.	City
Gun Safety Programs To develop a plan that would support gun dealers/suppliers partnering with Law Enforcement to better secure their firearms. Most violent crimes involving firearms are from weapons that have been stolen. Helping Law Enforcement track people who have a potential for violence who purchase firearms from them.	City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force

Exhibit B

<p>1: To work hand in hand with dealers on items that may help in the theft of guns. This would be any items of low cost or impact on the dealers. Example: concrete barriers to stop smash and grabs.</p> <p>2: To help identify subjects who may be gang affiliated or persons involved in criminal activities that purchase weapons. This could include working together at gun shows or simply as tracking over the counter sales.</p> <p>3: To just plain reduce the number of youths getting access to firearms. Plus reduce the number of violent persons getting firearms.</p>	
<p>Joint Operations Participate in the Violent Crimes Task Force and other joint operations to target violent offenders</p>	<p>City and MOU with Palm Beach Sheriff's Office Violent Crimes Task Force</p>
<p>Race Relations Training</p>	<p>City</p>

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

**Youth Violence Prevention Project
Monthly Programmatic Report**

Exhibit C

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

REPORTING MONTH: _____

Organization: _____
Project Name: _____
Person completing this form: _____

YOUTH EMPOWERMENT CENTER	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input type="text"/>
Career Academy:	<input type="text"/>
Comm. Outreach Program:	<input type="text"/>
Cultural Diversity Training:	<input type="text"/>
Employment Services:	<input type="text"/>
Job Training:	<input type="text"/>
Life Skills:	<input type="text"/>
Parenting Classes:	<input type="text"/>
Safe School Program:	<input type="text"/>
Teen Center:	<input type="text"/>
Tutoring:	<input type="text"/>
Mentoring:	<input type="text"/>

JUSTICE SERVICE CENTER

Due Dates: The 10th of each month
following each month of services.

LAW ENFORCEMENT	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input type="text"/>

Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
Total Claim Amount			
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date _____		Signed _____ Project Director	
		_____ Typed Name of Project Director	

DETAIL OF BENEFITS

Subgrantee:		County:		Claim Period:			Claim #:	
Project #:		Project Title:					Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Paid this Period	Percentage of Time Worked on Project	Total Benefits Charged to Project
This column total must appear on Page 2, Detail of Salaries & Benefits							Total Charges to Project	

Subgrantee:		County:		Claim Period:		Claim #:
Project #:		Project Title:			Telephone:	
Name of Employee	Health Insurance	Life Insurance	Retirement	FICA	Other (List)	Total Benefits Charged to Project
This column total must appear on Page 4, Detail of Overtime Pay & Benefits					Total Charges to Project	

DETAIL OF EXPENSES

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description of Item	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.				Total

DETAIL OF INDIRECT COSTS

Subgrantee:		County:	Claim Period:	Claim #:
Project #:		Project Title:		Telephone:
Vendor	Description	Date Paid	Check Number	Amount
This column total must appear on Page 1, Summary Statement.				Total

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U. S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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"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. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

<p align="center">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>
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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 Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

10-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 0001 - General Fund

BGEX 767-031010*948
BGRV 767-031010*240

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/10/10	REMAINING BALANCE
REVENUES								
JAG State Solicitation - FDLE								
767-7681-3129	Federal Grant Indirect - Public Safety	0	0	323,000	0	323,000		
767-7682-3129	Federal Grant Indirect - Public Safety	0	0	423,512		423,512		
767-7683-3129	Federal Grant Indirect - Public Safety	0	0	279,900		279,900		
767-7684-3129	Federal Grant Indirect - Public Safety	0	0	265,170		265,170		
767-7686-3129	Federal Grant Indirect - Public Safety	0	0	250,000		250,000		
767-7685-3129	Federal Grant Indirect - Public Safety	0	0	150,000		150,000		
TOTAL REVENUES		999,824,019	1,000,551,463	1,691,582	0	1,002,243,045		
EXPENDITURES								
JAG State Solicitation - FDLE								
767-7681-8101	Payments to other governmental agencies	0	0	323,000	0	323,000		
767-7682-8101	Payments to other governmental agencies	0	0	423,512		423,512		
767-7683-8101	Payments to other governmental agencies	0	0	279,900		279,900		
767-7684-8101	Payments to other governmental agencies	0	0	265,170		265,170		
767-7686-8101	Payments to other governmental agencies	0	0	250,000		250,000		
767-7685-3401	Other contractual services	0	0	150,000		150,000		
TOTAL EXPENDITURES		999,824,019	1,000,551,463	1,691,582	0	1,002,243,045	162,624,017	839,619,028

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

MJG 3/10/10

By Board of County Commissioners
At Meeting of 4/06/10

Deputy Clerk to the
Board of County Commissioners

Attachment 6

MAR - 1 2010



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

FEB 26 2010

The Honorable Jeff Koons
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401-4700

Re: Contract No. 2010-ARRC-PALM-3-W7-348

Dear Chairman Koons:

The Florida Department of Law Enforcement is pleased to award a Recovery Act Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 1,691,582.00 for the project entitled, PALM BEACH COUNTY YOUTH VIOLENCE PREVENTION PROJECT. These funds shall be utilized for the purpose of reducing crime and improving public safety.

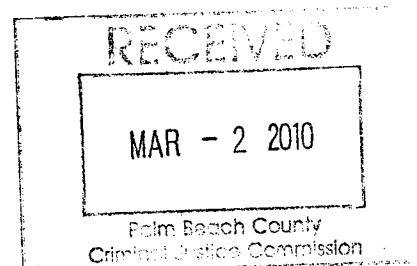
A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant and to the special Recovery Act Conditions. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements. Please note there are special reporting requirements for the Recovery Act funds. Receipt of funds are contingent upon timely reporting.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

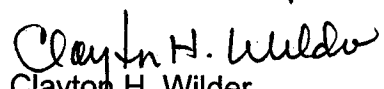
Attachment 7



The Honorable Jeff Koons
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

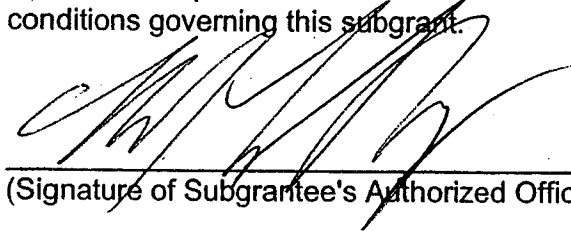
CHW/JP/jj

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-ARRC-PALM-3-W7-348, in the amount of \$ 1,691,582.00, for a project entitled, PALM BEACH COUNTY YOUTH VIOLENCE PREVENTION PROJECT, for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.



(Signature of Subgrantee's Authorized Official)

MICHAEL L. RODRIGUEZ, EXECUTIVE DIRECTOR
(Typed Name and Title of Official)

PALM BEACH COUNTY BOARD OF COMMISSIONERS
(Name of Subgrantee)

March 1, 2010
(Date of Acceptance)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Palm Beach County Board of Commissioners

Date of Award: 2-23-10

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: PALM BEACH COUNTY YOUTH VIOLENCE PREVENTION
PROJECT

Grant Number: 2010-ARRC-PALM-3-W7-348

Federal Funds: \$ 1,691,582.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 1,691,582.00

CFDA Number: 16.803 Federal Award Number: 2009-SU-B9-0021

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690; and, P.L. 111-5, the American Recovery and Reinvestment Act of 2009.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

2-23-10
Date

☒ This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grant
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

SPECIAL CONDITION(S) / GENERAL COMMENT (S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2010-ARRC-PALM-3-W7-348

Grant Title: PALM BEACH COUNTY YOUTH VIOLENCE PREVENTION PROJECT

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S12894: Prior to the drawdown of federal funds in the Contractual Services budget category for services at Boynton Beach, Lake Worth and Belle Glade, a revised budget reflecting contract rates and unit costs must be submitted for approval.

Ref# S12895: Prior to the drawdown of federal funds for the creation and printing, approval must be received from the Office of Criminal Justice Grants.

Ref# S12896: Prior to the drawdown of federal funds for travel, training, summits, and conferences, approval must be received from the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Administrator

Date: 2-23-10

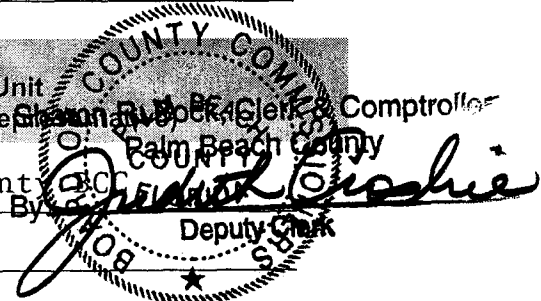
Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Palm Beach County

Signature: John F. Koons

Typed Name and Title: Jeff Koons, Chairman

Date: JUN 02 2009 R2009 0936



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: PBC Criminal Justice Commission

Signature: Michael L. Rodriguez

Typed Name and Title: Michael L. Rodriguez, Executive Director

Date: 6-4-09