

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2011 Consent Regular
 Ordinance Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office an agreement with the City of West Palm Beach for reimbursement of overtime cost, in the amount of \$19,903, associated with the Gramercy Village Weed and Seed Project FY11 for the period of October 1, 2010 to March 31, 2012; and **B) Approve** a Budget Amendment of \$19,903 in the Sheriff's Grant Fund.

Summary: The City of West Palm Beach, received an award from the United States Department of Justice Office of Justice Programs for the Gramercy Village Weed and Seed Project FY11. On October 18, 2010 the Palm Beach County Sheriff's Office (PBSO) and the City of West Palm Beach entered into an agreement to continue the Gramercy Village Community Area Multi-Agency Law Enforcement Unit (MALEU). The objective of the MALEU is to prevent, control, and reduce violent crime, drug abuse, and gang activity in the Gramercy Village Community Area. Under this agreement, the Palm Beach County Sheriff's Office will receive \$19,903 in reimbursable funds for overtime costs associated with the program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. District 7 (GB)

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

Attachments:

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

RECOMMENDED BY: _____ DATE: 2/3/11
DEPARTMENT DIRECTOR

APPROVED BY: _____ DATE: 2/17/11
ASSISTANT COUNTY ADMINISTRATOR

11- 0346

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Gramercy Weed and Seed FY11								
160-2201-3129	Federal Grant - Other Public Safety	0	0	19,903		19,903		
TOTAL REVENUES		4,760,729	\$10,209,929	\$19,903	\$0	\$10,229,832		
Expenditures								
Gramercy Weed and Seed FY11								
160-2201-9498	Transfer to Sheriff's Grant Fund	0	0	19,903		19,903		
TOTAL EXPENDITURES		4,760,729	\$10,209,929	\$19,903	\$0	\$10,229,832		

Attachment #

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

[Signature] 2/3/11
[Signature] 2/14/11

SN 2/8/11

By Board of County Commissioners
At Meeting of March 1, 2011

Deputy Clerk to the
Board of County Commissioners

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

This MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the "MOU") is entered into this 18th day of October, 2010, and has been jointly prepared by and between the City of West Palm Beach (hereinafter the "CITY") and the Palm Beach County Sherriff's Office (hereinafter the "PBSO"), and sets forth the parties' understanding of the respective duties and obligations concerning the coordination of law enforcement efforts between the subscribing agencies with regard to the implementation of the Gramercy Village Community Area Weed and Seed Project and the disbursement of Grant Funds from the United States Department of Justice (DOJ) for coordinated law enforcement efforts relating to the same.

W I T N E S S E T H

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

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

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

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

WHEREAS, The City of West Palm Beach is the recipient of a grant award from the Department of Justice (DOJ) in the amount of One-Hundred and Fifty Seven Thousand Dollars (\$157,000.00) for the period of October 1, 2010, through March 31, 2012, for weeding and seeding efforts within the designated Gramercy Village Community Area (the "Grant"); and

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

*Memorandum of Understanding (MALEU)
Gramercy Village Community Area 2010-12
10-09776.001
Page 1 of 8*

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

WHEREAS the amount of Thirty Nine Thousand Eight-Hundred and Six Dollars (\$39,806.00) of the Grant has been allocated by the CITY to cover personnel costs for MALEU targeted law enforcement activity in the Gramercy Village Community Area; and

WHEREAS, the PBSO will receive funds in the amount of Nineteen Thousand Nine-Hundred and Three Dollars (\$19,903.00) for its assistance in the MALEU, as payment for its overtime costs and in accordance with the approved grant budget; and

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

SECTION 1: AUTHORITY

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

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

SECTION 2: EFFECTIVE DATE

This MOU shall be effective as of October 1, 2010, and shall continue in full force and effect up to and including March 31, 2012, unless otherwise terminated as provided herein (the "Term"). CITY and PBSO representatives shall meet and confer at least once during the Term, or more frequently if deemed necessary, to review the provisions of this MOU. If it is determined that modifications are necessary, such modifications shall be made in writing and appropriately executed by authorized representatives from each subscribing agency.

SECTION 3: ADMINISTRATION

Administration of the Grant, including disbursement, accounting, and reporting requirements, will be the responsibility of the CITY. Each subscribing agency must adhere to

requirement standards set forth in the Office of Justice Programs' *Financial Guide, as amended and Federal OMB Circular A-133*, as applicable. The Grant Award is attached as *Exhibit B*.

SECTION 4: DISBURSEMENT OF FUNDS

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

SECTION 5: RECORDS

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

SECTION 6: SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

SECTION 7: COMMAND AND SUPERVISOR RESPONSIBILITY

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

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

SECTION 8: JURISDICTION

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

SECTION 9: CONFLICTS

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

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

SECTION 10: CRITICAL INCIDENTS

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

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

SECTION 11: HANDLING OF COMPLAINTS

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

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

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

SECTION 12: LIABILITY

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

SECTION 13: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

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

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

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

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

SECTION 14: FORFEITURE

14.1 PBSO will initiate forfeiture proceedings related to property seized by the MALEU during joint operations conducted pursuant to this MOU and occurring within the Gramercy Village Community Area. PBSO will apportion and distribute, after deduction of legal expenses, fifty percent (50%) of those assets forfeited if a Final Judgment of Forfeiture or settlement occurs, to the CITY so long as the City's law enforcement officer is on duty and actively participating in MALEU activities, and is physically present at the time and location of the seizure of the property. Any future favorable Final Judgment of Forfeiture or future settlements which are a result of the initial seizure involving the CITY's law enforcement officers actively participating in MALEU activities, and occurring within the Gramercy Village Community Area, will be allocated in the same manner as set forth above. The CITY may request that information from PBSO regarding the seized assets which are subject to apportionment under this MOU, and information regarding any related forfeiture proceedings.

14.2 The CITY will initiate forfeiture proceedings related to property seized by the MALEU during joint operations conducted pursuant to this MOU and occurring within the Gramercy Village Community Area. The CITY will apportion and distribute, after deduction of legal expenses, fifty percent (50%) of those assets forfeited if a Final Judgment of Forfeiture or settlement occurs, to the PBSO so long as the PBSO's law enforcement officer is on duty and actively participating in MALEU activities, and is physically present at the time and location of the seizure of the property. Any future favorable Final Judgment of Forfeiture or future settlements which are a result of the initial seizure involving the PBSO's law enforcement officers actively participating in MALEU activities, and occurring within the Gramercy Village Community Area, will be allocated in the same manner as set forth above. The PBSO may request that information from the CITY regarding the seized assets which are subject to apportionment under this MOU, and information regarding any related forfeiture proceedings.

14.3 This section shall not apply any forfeiture assets will not be shared between the subscribing parties, if any law enforcement officer seizing property was not a part of the MALEU and participating in MALEU activities at the time the property was seized.

SECTION 15: INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this MOU of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 16: SEPARABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent

jurisdiction to be illegal or unenforceable, that provision of this MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

SECTION 17: CANCELLATION

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

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

Attest:

By: Lisa Hedge
Deputy City Clerk

**CITY OF WEST PALM BEACH,
FLORIDA**

By: [Signature]
Lois J. Frankel, Mayor

Dated: October 18, 2010.

WITNESS:

Annette Marvín

Print Name: Annette Marvín

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: [Signature]
Date: 10/18/10

**SHERIFF OF PALM BEACH COUNTY,
FLORIDA**

By: [Signature]

Print Name: Rich. Bradshaw

Title: Sheriff

Dated: 11/10/10, 2010.

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

MUTUAL AID AGREEMENT

WITNESSETH

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

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

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

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

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

Exhibit A

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

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

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

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

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

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

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

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

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

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

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

CONFLICTS:

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

HANDLING COMPLAINTS:

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

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

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

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

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

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

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

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

SECTION VII: EFFECTIVE DATE

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

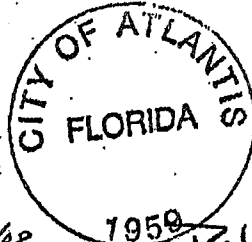
SECTION VIII: CANCELLATION

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

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

ATTEST:

CITY OF ATLANTIS



Manny Fernández, Mayor (date) 4/14/08

Robert G. Mangold, Chief of Police (date) 04/14/08

Mo Thornton, City Manager (date) 4/16/08

(date)

CITY OF BOCA RATON:

Susan Whelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Lelf Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immier, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

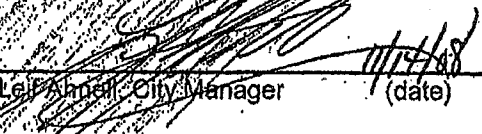
Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:


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


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


Lela Arnold, City Manager (date) 11/14/08

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Wheelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor

Jerry Taylor, Mayor (date)

G. Matthew Immler 6/11/08

G. Matthew Immler, Chief of Police (date)

Larry LaVonne (for Kurt Bressner) 6/10/08

Kurt Bressner, City Manager (date)

James Cheroz 6/9/08

James Cheroz, City Attorney (date)

CITY OF DELRAY BEACH:

Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Wheelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:



Vice Mayor 4/15/08 (date)



Joseph L. Schroeder, Chief of Police 4/8/08 (date)



David T. Harden, City Manager 4/23/08 (date)

(date)



Donald D. Rubin, City Clerk

FLORIDA ATLANTIC UNIVERSITY:

Frank T. Brogan, President (date)

Charles Lowe, Chief of Police (date)

(date)

(date)

ATTEST:

CITY OF ATLANTIS:

Manny Fernandez, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Wheelchel, Mayor (date)

Dan Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Jerry Taylor, Mayor (date)

G. Matthew Immler, Chief of Police (date)

Kurt Bressner, City Manager (date)

(date)

CITY OF DELRAY BEACH:

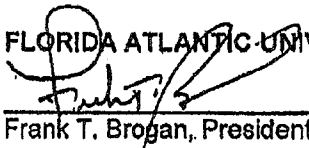
Rita Ellis, Mayor (date)

Joseph L. Schroeder, Chief of Police (date)

David T. Harden, City Manager (date)

(date)


FLORIDA ATLANTIC UNIVERSITY:

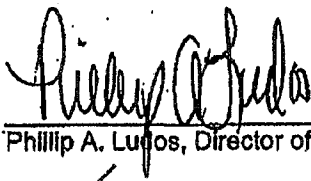

Frank T. Brogan, President (date) 7/24/08


Charles Lowe, Chief of Police (date) 7/25/08

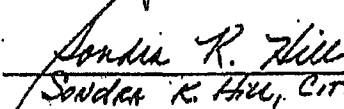
Approved as to Form
and Legality
General Counsel
Florida Atlantic University 6 (date)

CITY OF GREENACRES:

 05.05.08
Samuel J. Ferreira, Mayor (date)

 5/5/08
Phillip A. Lujos, Director of Public Safety (date)

 5.5.08
Wadie Atallah, City Manager (date)

 5.5.08
Sondra K. Hill, City Clerk (date)

TOWN OF GULFSTREAM:

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

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

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

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

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

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

William F. Koch, Jr. 5/9/08

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

Barrett J. Ward 5/9/08

Barrett J. Ward, Chief of Police (date)

William H. Thrasher 5/9/08

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

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

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

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

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

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

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill 6/16/08

Jim Newill, CPA, Mayor (date)

Carlo Angelillo 5/1/08

Carlo Angelillo, Chief of Police (date)

Dale S. Sugarman 6/16/08

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

(date)

TOWN OF JUNO BEACH:

Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

ATTEST:

TOWN OF HYPOLEXO:

Kenneth Schultz 9-17-08
Kenneth Schultz, Mayor (date)

R. Lincoln 9-17-08
Richard M. Lincoln (date)

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

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

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

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

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

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

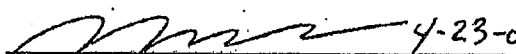
Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

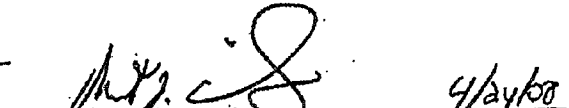
Dale S. Sugarman, Ph.D., Town Mgr (date)

(date)

TOWN OF JUNO BEACH:

 4-23-08

Jim Lyons, Mayor (date)

 4/24/08

Robert Daniels, Acting Chief of Police (date)

 4/24/08

Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JUPITER:

Karen Golonka, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

CITY OF GREENACRES:

Samuel J. Ferreri, Mayor (date)

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

Wadie Atallah, City Manager (date)

(date)

TOWN OF GULFSTREAM:

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

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Jim Newill, CPA, Mayor (date)

Carlo Angelillo, Chief of Police (date)

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

(date)

TOWN OF JUNO BEACH:


Jim Lyons, Mayor (date)

Robert Daniels, Acting Chief of Police (date)

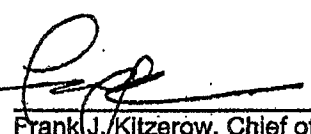
Jeffrey Naftal, Town Manager (date)

(date)

TOWN OF JURITER:



Karen Golonka, Mayor (date)

 5/14/08

Frank J. Kitzrow, Chief of Police (date)

 7/21/08

Andrew D. Lukasik, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

4/15/08
(date)

Joseph Benevento, Chief of Police (date)

4/15/2008
(date)

John Manganiello, Town Manager (date)

4/15/08
(date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

(date)

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

(date)

Joann Hatton, Town Administrator (date)

(date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

(date)

William E. Smith, Chief of Police (date)

(date)

Robert Baldwin, City Manager (date)

(date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

(date)

Richard M. Lincoln, Chief of Police (date)

(date)

Michael Bornstein, Town Manager (date)

(date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

(date)

Wilbur C. Walker, Chief of Police (date)

(date)

Greg Dunham, Town Manager (date)

(date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis 5/7/08

Malcolm K. Lewis, Mayor (date)

Chief William W. Smith III 5/7/08

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

Joann Hatton 5/7/08

Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date) Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date) _____ (date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date) William W. Smith, III, Chief of Police (date)

Joann Hatton, Town Administrator (date) _____ (date)

CITY OF LAKE WORTH:

 _____ WE [Signature] 5-6-08
Jeff Clemens, Mayor William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date) Crystal D. Hall, Deputy City Clerk 5/9/08 (date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date) Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date) _____ (date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date) Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date) _____ (date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

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

Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

David J. Stewart 9.9.08

David J. Stewart, Mayor (date)

R. M. Lincoln 9.9.08

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein 9.9.08

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin, II, Mayor (date)

Wilbur C. Walker, Chief of Police (date)

Greg Dunham, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

John M. Zuccarelli, III, Mayor (date)

Joseph Benevento, Chief of Police (date)

Joann Manganiello, Town Manager (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Malcolm K. Lewis, Mayor (date)

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

Joann Hatton, Town Administrator (date)

(date)

CITY OF LAKE WORTH:

Jeff Clemens, Mayor (date)

William E. Smith, Chief of Police (date)

Robert Baldwin, City Manager (date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Richard M. Lincoln, Chief of Police (date)

Michael Bornstein, Town Manager (date)

(date)

TOWN OF MANALAPAN:

William E. Benjamin 4/22/08

William E. Benjamin, III, Mayor (date)

Wilbur C. Walker 4/23/08

Wilbur C. Walker, Chief of Police (date)

Greg Durham 4/23/08

Greg Durham, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel 4/9/2008
William Manuel, Mayor (date)

Steve Canfield 4/8/08
Steve Canfield, Chief of Police (date)

James Knight 4/8/08
James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

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

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

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

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

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

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

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

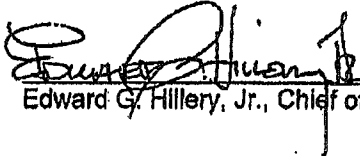
Steve Canfield, Chief of Police (date)


James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)


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


Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

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

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

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

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

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:


Kenneth Kaleel, Mayor (date)

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

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

 6-10-08

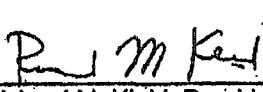
Jack McDonald, Mayor (date)

 053008

Michael S. Reiter, Chief of Police (date)

 6/10/08

Peter Elwell, Town Manager (date)

 06/10/08

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

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

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

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

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

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

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)


Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

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

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)



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

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham, Chairman (date)

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

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

(date)

VILLAGE OF NORTH PALM BEACH:

William Manuel, Mayor (date)

Steve Canfield, Chief of Police (date)

James Knight, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Kenneth Kaleel, Mayor (date)

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

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Jack McDonald, Mayor (date)

Michael S. Reiter, Chief of Police (date)

Peter Elwell, Town Manager (date)

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

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

School Board of
PALM BEACH COUNTY SCHOOL DISTRICT:

William G. Graham 5/21/08

William G. Graham, Chairman (date)

James P. Kelly

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

Arthur C. Johnson 5/21/08

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

(date)

Reviewed and Approved
as to Legal Sufficiency

Kenneth Kaleel 4-22-08

CITY OF PALM BEACH GARDENS:

Eric Jablin
Eric Jablin, Mayor (date)

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

Ronald Ferris
Ronald Ferris, City Manager (date)

5-16-08
(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

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

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

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

William Wilkins, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date) Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date) (date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills 8/20/08 (date) *CAPT. STEVEN TRIPPIN* 8-20-08 (date)
Thomas R. Mills, Mayor (date) Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog 8/20/08 (date) (date)
Cynthia Lindskoog, Town Manager (date) (date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date) Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger, Village Manager (date) (date)

CITY OF RIVIERA BEACH:

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

William Wilkins, City Manager (date) (date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date) Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date) (date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date) Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date) (date)

TOWN OF PALM BEACH SHORES:

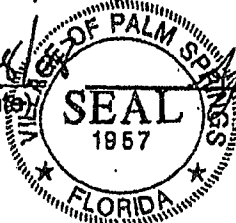
Thomas R. Mills, Mayor (date) Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date) (date)

VILLAGE OF PALM SPRINGS:

Jonie A. Brinkman 4/24/08 *Chip P* 4/24/08
for John M. Davis, Mayor (date) Jay C. Pickens, Director of Public Safety (date)

Karl E. Umberger 4/24/08 *April 24, 2008*
Karl E. Umberger, Village Manager (date) (date)



CITY OF RIVIERA BEACH:

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

William Wilkins, City Manager (date) (date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date) Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date) (date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

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

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters
Thomas Masters, Mayor (date)

Clarence D. Williams, III 5/6/08
Clarence D. Williams, III, Chief of Police (date)

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

(date)

TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

CITY OF PALM BEACH GARDENS:

Eric Jablin, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Thomas R. Mills, Mayor (date)

Roger K. Wille, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

John M. Davis, Mayor (date)

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

Karl E. Umberger, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

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

William Wilkins, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

MJ

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

Roger M. Crane

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

R Taylor

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

(date)

VILLAGE OF TEQUESTA

Pat Watkins
Pat Watkins
Mayor

Michael Couzzo
Michael Couzzo
Village Manager

[VILLAGE SEAL]

William McCollom
William McCollom
Police Chief

Lori McWilliams
Lori McWilliams, CMC
Village Clerk



TOWN OF SOUTH PALM BEACH:

Maurice J. Jacobson, Mayor (date)

Roger M. Crane, Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

VILLAGE OF TEQUESTA:

Pat Watkins, Mayor (date)

William McCollom, Chief of Police (date)

Michael Couzzo, Jr., Village Manager (date)

(date)

CITY OF WEST PALM BEACH:

[Signature]
Lois Frankel, Mayor (date) *7/14/08*

[Signature]
Delsa R. Bush, Chief of Police (date) *7/15/08*

[Signature]
Ed Mitchell, City Manager (date) *7/17/08*

(date)

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: *[Signature]*
Date: *7-6-08*



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 2, 2010

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

Dear Chief Bush:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the CCDO FY 10 Weed and Seed Program Guide and Application Kit: Continuation Sites in the amount of \$157,000 for City of West Palm Beach. This award will enable you to support activities within your Weed and Seed designated area.

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

If you have questions regarding this award, please contact:

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

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Robinson".

Laurie Robinson
Assistant Attorney General

Enclosures

Exhibit B



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 2, 2010

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

Dear Chief Bush:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

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

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

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

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

1) Meeting the EEO Plan Requirement

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

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

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

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

2) Submitting Findings of Discrimination

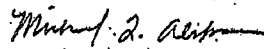
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR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

Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 2, 2010

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

Reference Grant Number: 2010-WS-QX-0085

Dear Chief Bush:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$91,570
Fringe Benefits	\$569
Travel	\$6,300
Equipment	\$0
Supplies	\$500
Construction	\$0
Contractual	\$96,778
Other	\$13,616
Total Direct Cost	\$209,333
Indirect Cost	\$0
Total Project Cost	\$209,333
Federal Funds Approved:	\$157,000
Non-Federal Share:	\$52,333
Program Income:	\$0

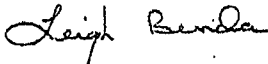
Match is required at 25% for this grant program. The required match has been met. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

If you have questions regarding this award, please contact:

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

Congratulations, and we look forward to working with you.

Sincerely,



Leigh Benda
Acting Chief Financial Officer



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

Grant

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33402-3366		4. AWARD NUMBER: 2010-WS-QX-0085	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 03/31/2012 BUDGET PERIOD: FROM 10/01/2010 TO 03/31/2012	
1A. GRANTEE IRS/VENDOR NO. 596000473		6. AWARD DATE 09/02/2010	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE West Palm Beach Gramercy Village Weed and Seed Initiative		10. AMOUNT OF THIS AWARD	\$ 157,000
		11. TOTAL AWARD	\$ 157,000
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. sections 103-105			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Delsa Bush Chief	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X Q WS 26 00 00 157000		21. JWSAGT0099	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2010-WS-QX-0085

AWARD DATE 09/02/2010

SPECIAL CONDITIONS

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

mail:

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

e-mail: oig.hotline@usdoj.gov

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

or hotline fax: (202) 616-9881

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

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. Grantee acknowledges that this award has a limited obligation and payment period and is not eligible to be supplemented with funds from other fiscal years. Therefore, timely implementation of this project is required.



Department of Justice
Office of Justice Programs
Community Capacity
Development Office

AWARD CONTINUATION
SHEET
Grant

PAGE 3 OF 4

PROJECT NUMBER 2010-WS-QX-0085

AWARD DATE 09/02/2010

SPECIAL CONDITIONS

9. The grantee/fiscal agent and Steering Committee recognizes that it must come into compliance with all new statutory requirements for Weed and Seed programs. See 42 U.S.C. Section 104. This includes, but is not limited to, amending its existing Operating Policies and Procedures, consistent with guidance that will be provided by CCDO, to include the U.S. Attorney (for the District encompassing the community) and the Drug Enforcement Administration's special agent in charge (for the jurisdiction encompassing the community) as voting members of the Steering Committee.
10. While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites. These common elements are: (1) to organize and regularly convene a Weed and Seed steering committee; (2) to maintain focus on the four components in the target neighborhood; (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems; and (4) to regularly revisit goals, objectives, and the implementation strategies and schedules. Failure to substantially comply with these elements is cause to discontinue grant funding.
11. The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.
12. Grantee agrees that if it chooses to award mini grants (sub-grants), those mini grant awards will be made for criminal justice purposes. Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide. For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. : 3791 (a)(1). "Criminal justice" is defined as " activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."
13. Grantee agrees to submit a copy of any revisions to the previously submitted and approved Weed and Seed Steering Committee Policies and Procedures. These revisions should be submitted to CCDO within 90 days of the adoption of the revision.
14. The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open. These GPRA reports are due when specified by CCDO, reporting the results from the preceding calendar year.
15. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
16. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 4

PROJECT NUMBER 2010-WS-QX-0085

AWARD DATE 09/02/2010

SPECIAL CONDITIONS

17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



Department of Justice
Office of Justice Programs
Community Capacity Development Office

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Dennis E. Greenhouse, Director, CCDO
Subject: Categorical Exclusion for City of West Palm Beach

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

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

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

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



Department of Justice
Office of Justice Programs
Community Capacity Development
Office

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

Grant

PROJECT NUMBER

2010-WS-QX-0085

PAGE 1 OF 1

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

1. STAFF CONTACT (Name & telephone number)

William A. Ballweber
(202) 305-2975

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

Craig Spatara
Safe Haven Coordinator
600 Banyan Boulevard
West Palm Beach, FL 33401-4514
(561) 615-4622

3a. TITLE OF THE PROGRAM

CCDO FY 10 Weed and Seed Program Guide and Application Kit: Continuation Sites

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

4. TITLE OF PROJECT

West Palm Beach Gramercy Village Weed and Seed Initiative

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 03/31/2012

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 03/31/2012

9. AMOUNT OF AWARD

\$ 157,000

10. DATE OF AWARD

09/02/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

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

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

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

The site has allocated \$80,322 of the total \$157,000 award to support weeding activities, including community policing.

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

ca/cf

SUBJECT: CRITICAL INCIDENT INVESTIGATIONS			
DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
062007	061803	07-1	1 of 6
RESCINDS			
ACCREDITATION STANDARDS			

CONTENTS:

This general order consists of the following numbered sections:

- I. COMPOSITION OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.)
- II. RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS
- III. NOTIFICATIONS
- IV. POST CRITICAL INCIDENT

DISCUSSION:

The purpose of this order is to establish guidelines to investigate all officer-involved critical incidents and any other critical incidents, which the Sheriff deems necessary. PBSO in conjunction with the State Attorney's Office will investigate all officer-involved incidents expeditiously, thoroughly and professionally in order to factually establish what occurred. This order will apply to all employees assigned to the Violent Crimes Division.

PROCEDURES:

- I. **COMPOSITON OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.)**
 - A. The C.I.I.T. Supervisor may, at his discretion, designate another supervisor to be the Team Supervisor.
 - B. One or more detectives selected from the Violent Crimes Division.
 - C. The Violent Crimes Division Commander, or designee, will act as the Investigation Coordinator and oversee all aspects of the criminal investigation.
 - D. The C.I.I.T. Supervisor will provide Communications with a "Notification List for Critical Incidents" which will be retained on file in Communications. The C.I.I.T. Supervisor will periodically update the notification list.
- II. **RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS**
 - A. If the incident involves a death of a human being, the Office of the Medical Examiner will be notified, and a request for a Forensic Investigator to respond to the scene will be made.
 - B. The State Attorney's Office will be notified, as per their on-call policy.

GENERAL ORDER

522.00

DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
062007	061803	07-1	2 of 6

- C. Evidence will be preserved and collected, in conjunction with Crime Scene; including the officer's weapon(s).
- D. The processing and photographing of the scene will be overseen, in conjunction with the Crime Scene Supervisor.
- E. Interviews and statements given by witnesses will be tape recorded.
- F. An on-scene walk-through and interview with all witness officers or employees will be conducted. The C.I.I.T. and Crime Scene Investigators will conduct the interview of witnesses as a fact-finding process. C.I.I.T. Investigators will advise witness officer(s) if a supplement report must be completed prior to going off-duty. In most cases the taped interview will serve as the officers' official report.
- G. An attempt to conduct an at-scene walk-through and interview with any civilian and/or co-defendant, none of whom can be compelled to give a statement, will be made.
- H. The C.I.I.T. Supervisor will conduct an on-scene critique, either on-site, or at a place and time designated by the C.I.I.T. Supervisor, to discuss the facts and circumstances with the following personnel:
 - 1. C.I.I.T. members
 - 2. The Commander of the Violent Crimes Division
 - 3. The Crime Scene Supervisor or designee
 - 4. The Internal Affairs (IA) Supervisor/Investigator
 - 5. The Colonel of Legal Affairs or designee
 - 6. The State Attorney or Assistant State Attorney and/or their investigators
 - 7. Any other personnel deemed essential by the C.I.I.T. Supervisor
- I. The involved officer(s) will be interviewed by C.I.I.T. member, who will conduct a walk-through interview. This interview will be tape and/or video-recorded. An IA Sergeant/Investigator will be present during any criminal walk-through interview conducted as part of a C.I.I.T. incident. The IA Sergeant/Investigator will not ask questions during the criminal walk-through interview, but may ask the criminal investigator to clarify any information received during the criminal walk-through interview. An IA Sergeant/Investigator may, at their discretion, be present during any criminal witness interviews conducted as part of a C.I.I.T. incident. If at the conclusion of the criminal walk-through interview, the IA Sergeant/Investigator requires more information concerning an incident, a second administrative (Garrity) walk-through may be conducted at that time. The interviews of involved employees(s) must be voluntary. IA Supervisors/Investigators have the option of conducting the Administrative Investigation immediately after C.I.I.T. Investigators are finished, or at a later time.

GENERAL ORDER

522.00

DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
062007	061803	07-1	3 of 6

- J. The Critical Incident Investigation Coordinator, or in his absence, the C.I.I.T. Supervisor will ensure Sheriff's Office Executive Staff are apprised of all aspects of the investigation as it progresses. This will be a direct line, chain-of-command communication and should not be superseded.
- K. All reports and statements pertaining to any investigation conducted by the C.I.I.T. will be prepared and submitted as soon as reasonably possible.
- L. The C.I.I.T. Supervisor will conduct a post incident debriefing with the C.I.I.T. members, Communications Supervisor(s), IA Supervisor(s)/Investigator(s), Colonel of Legal Affairs or designee, State Attorney or designee, Crime Scene Supervisor or designee, and any other personnel deemed essential by the C.I.I.T. Supervisor.

III. NOTIFICATIONS

- A. When a police related shooting or other type of critical incident occurs involving a deputy or an officer or agent from another law enforcement agency within the jurisdiction of PBSO, the Watch Commander and/or designee will notify the C.I.I.T. Supervisor, who upon reviewing the facts related to the incident, will determine whether the C.I.I.T. will be activated. Upon activation of the Team, the C.I.I.T. Supervisor will have Communications notify the persons listed in the following order:
 - 1. The Commander of IA or designee.
 - 2. The Crime Scene Supervisor who will respond to the scene. Additional crime scene personnel may then be called to assist with the investigation, at the discretion of the Crime Scene Supervisor or C.I.I.T. Supervisor.
 - 3. The Colonel of Legal Affairs, who will then determine if additional personnel from Legal Affairs will be called to assist.
 - 4. The contracted PBSO Psychologist.
 - 5. The Public Information Officer (PIO).
 - 6. Staff page.
 - 7. Incident Command Van, if requested by C.I.I.T. Supervisor.
- B. The Watch Commander or designee will be responsible for the following:
 - 1. Take command of the scene and protect the evidence until the arrival of the C.I.I.T. Supervisor or designee.

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2. Secure the entire area with crime scene tape and remove all unauthorized persons, including officers not required inside the crime scene of the critical incident.
 3. Assign a deputy or other personnel at the scene to maintain a log. The log will contain the following information:
 - a. The names of officer(s) or other employees assigned duties at the scene, and what those duties are.
 - b. The names of any person(s) who enter the scene, the time they enter the scene, reason for entering the scene, and the time they left the scene.
 4. Ensure that all witnesses, including officers, remain at the scene and are separated to ensure proper police protocol and witness credibility.
 5. Briefly speak with the involved officer(s) in order to ascertain a basic understanding of what occurred, so that affected supervisors may be briefed.
 6. Advise the employee(s) involved and all witnesses not to discuss the details of the incident with any one else, regardless of rank, until they have been interviewed by C.I.I.T. This does not preclude questions regarding the condition of the witnesses or officers by appropriate supervisory personnel. Allow the involved employee(s) to confer with his attorney and the PBSO Psychologist, if requested. The attorney and PBSO Psychologist will be granted confidentiality rights as provided by state statute.
 7. Provide a reasonable safe environment for the involved officer(s) who are waiting to be interviewed.
 8. Ensure that the needs of the involved employee(s) are being met.
 9. Immediately initiate an area canvass to locate and identify any additional witnesses who have information relevant to the critical incident. Any witnesses will be made known to the C.I.I.T. Supervisor, the lead investigator appointed by the C.I.I.T. Supervisor, and the Commander of IA or the IA Supervisor/ Investigator appointed by that Commander.
 10. Remain at the scene and take charge of the perimeter and security until relieved by the C.I.I.T. Supervisor.
- C. The C.I.I.T. Supervisor and the IA Supervisor/Investigator assigned to the Critical Incident Investigation will coordinate the Criminal and Administrative Investigations and the IA Supervisor/Investigator assigned to the Critical Incident Investigation.

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- D. The C.I.I.T. and IA will investigate the following critical incidents, and any other incident deemed appropriate by the Sheriff:
1. When a deputy or other sworn officer uses physical force resulting in death, or life threatening injuries likely to result in death of a human being.
 2. When a deputy or other sworn officer has shot and injured a person, or has been shot and injured, and the incident occurred within Palm Beach County.
 3. When a deputy or other sworn officer suffers a self-inflicted firearm injury, whether intentional or accidental.
 4. Any death of a person who is in the custody of any deputy, or other sworn officer, or within the care, custody, and control of any PBSO correctional facility, upon request of the Commander of IA, or designee.
 5. Any incident, which the Sheriff deems necessary.
- E. In the event any of the above critical incidents involving PBSO employees occur inside the jurisdiction of any city in Palm Beach County, the Watch Commander will respond to the scene and monitor the situation. The Watch Commander will also ensure that the appropriate staff notification is made via Communications. The C.I.I.T. Supervisor is notified for determination regarding C.I.I.T. response to monitor and/or assist the investigating agency (if requested). The Watch Commander will ensure that the Commander to which the involved officer(s) are assigned, the Colonel of Legal Affairs, and the Commander of IA are notified. The Commander of IA will determine which IA Supervisor/Investigator will respond to monitor the investigation.
1. The Watch Commander will brief the C.I.I.T. member(s) and IA Supervisor(s)/Investigator(s) of what has occurred to that point, and then turn the investigation over to them.
 2. IA has the option of conducting the Administrative Investigation immediately following the outside agency's investigation, or at a later date.
- F. The C.I.I.T. (only) will investigate the following critical incidents: When an officer(s) or agent(s) from another law enforcement agency is involved in a critical incident within the jurisdiction of PBSO:
1. The C.I.I.T. will keep the affected law enforcement agency apprised of the progress of the investigation.

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2. The C.I.I.T. may coordinate the investigation with the other agency, or conduct the investigation independent of the other agency, if the other law enforcement agency has concurrent jurisdiction.

G. The IA Supervisor(s)/Investigator(s) will be present and, if necessary, will:

1. Conduct separate interviews with each deputy or other sworn officer, or employee.
2. Witness officer(s) and employees are required to cooperate in the Administrative Investigation.
 - a. If a witness, officer(s) or employee(s) refuses to cooperate under the belief that he is a participant in the incident, the officer(s) will be treated as an involved officer.
 - b. If a witness officer(s) or employee refuses to cooperate, and he is not under the belief that he is a participant, the IA Supervisor/ Investigator will issue a lawful order to cooperate, with the warning that disciplinary action may be taken if the officer or employee refuses to comply with the order.

H. All releases to the media will be released through, or in conjunction with, the PIO.

IV. POST CRITICAL INCIDENT

- A. Prior to the involved officer(s) returning to duty an interview with the PBSO designated psychologist will be required. The officer(s) will also be advised of the availability of the Employee Assistance Program.
- B. The involved officer(s), while on administrative leave, will be available at all times for official interviews and statements regarding the incident and will be subject to recall at any time.
- C. The involved officer(s) are not to discuss the details of the investigation with anyone except the officer(s) private attorney, the PBSO Psychologist, and/or C.I.I.T. Investigators.
- D. The involved officer(s) will not discuss the details of the Administrative Investigation with anyone other than the Supervisor(s) of IA, pending the completion of the internal investigation, and acceptance by the Sheriff.