

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 03/1/2011

Consent     Regular  
 Ordinance     Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

EXECUTIVE BRIEF

**MOTION AND TITLE:** Staff recommends motion to approve: (A) An Interlocal Agreement for \$71,352 with the City of West Palm Beach as a partner to enhance the Youth Violence Prevention Project in the targeted area October 1, 2010 through March 31, 2012; (B) An Interlocal Agreement for \$71,352 with the City of Boynton Beach as a partner to enhance the Youth Violence Prevention Project in the targeted area October 1, 2010 through March 31, 2012; (C) An Interlocal Agreement for \$71,352 with the City of Lake Worth as a partner to enhance the Youth Violence Prevention Project in the targeted area October 1, 2010 through March 31, 2012; (D) A Fifth Amended and Restated Interlocal Agreement (R2008-0088) adding \$71,352 with the City of Belle Glade as a partner to enhance the Youth Violence Prevention Project in the targeted area October 1, 2010 through March 31, 2012; and (E) A budget transfer of \$285,408 in the Criminal Justice Commission Grants Fund from reserves to grants and aid to recognize the grant amount.

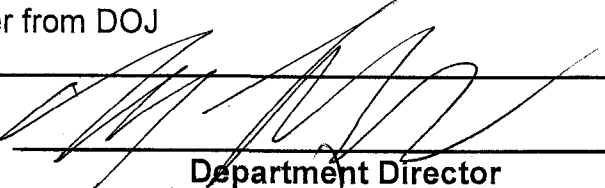
**SUMMARY:** The Criminal Justice Commission (CJC) is requesting the use of \$285,408 from the Department of Justice, Office of Juvenile Justice and Delinquency Prevention for an enhancement of the Youth Violence Prevention Project (Project) and its primary partners, four of the five cities at greatest risk for future violence (Riviera Beach's interlocal is pending City Council approval). The Project began the fifth year of implementation and funding on October 1, 2010. To date, the funds have established Youth Empowerment Centers in all five hot-spot geographic areas including: West Palm Beach, Lake Worth, Riviera Beach, Boynton Beach, and Belle Glade and a Justice Service Center in Riviera Beach. In addition, joint law enforcement operations with multiple revenue sources complete the suppression component of the Project. There is no requirement for a match with this grant. Countywide (GB)

**BACKGROUND AND JUSTIFICATION:** On February 15, 2005, the Board of County Commissioners (BCC) directed the Criminal Justice Commission (CJC) to develop a Youth Violence Prevention Project which would address the increase in violent firearms crimes. A Youth Violence Prevention Steering Committee was formed to bring local agencies together to create a comprehensive youth violence reduction program. The five targeted areas that became evident through violent crime mapping (GIS) analysis include Riviera Beach, West Palm Beach, (continued on page 3)

**Attachments:**

1. Interlocal Agreement with the City of West Palm Beach (3)
2. Interlocal Agreement with the City of Boynton Beach (3)
3. Interlocal Agreement with the City of Lake Worth (3)
4. Fifth Amended and Restated Interlocal Agreement with the City of Belle Glade (3)
5. Budget transfer in the Criminal Justice Commission Grants Fund (Fund 1507)
6. Grant award letter from DOJ

Recommended by: \_\_\_\_\_

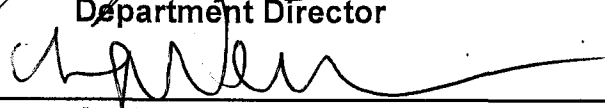


Department Director

2/27/11

Date

Approved By: \_\_\_\_\_



Assistant County Administrator

2/27/11

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	\$285,408				
External Revenues	<del>(\$285,408)</del>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund\_ Dept\_ Unit\_ Object

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

A Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention grant of \$324,901 for the Palm Beach County Criminal Justice Commission Anti-Gang Strategy Enhancement (Fund 1507).

C. Departmental Fiscal Review: *ms 2/11/11*

**III. REVIEW COMMENTS**

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

*\$285,408 of the \$324,901 grant dollars is requested to be used in this agenda item. The remainder of the grant dollars will be in reserves until it is allocated to a project.*

OFMB

*Dr. J. Jacoby 2/23/11*  
Contract Dev and Control

**B. Legal Sufficiency:**

*SN 2/22/11  
AD 2/11/11  
2/11/11*

This item complies with current County policies.

*[Signature]*  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

REVISED 9/95  
ADM FORM 01

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

(continued from page 1)

Lake Worth, Boynton Beach, and Belle Glade.

The Youth Empowerment Center (YEC) in West Palm Beach is located at 723 39<sup>th</sup> Street in West Palm Beach with a projected opening of the Gaines Park Center in February 2011. The Riviera Beach YEC is located at 1550 W. 28<sup>th</sup> Street in Riviera Beach. The Justice Service Center continues to operate out of the Port Center in Riviera Beach primarily serving ex-offenders with driver's license, civil rights reinstatement, and educational and employment services. Boynton Beach's YEC is located at 311 NW 12<sup>th</sup> Avenue. The Lake Worth YEC continues to operate in Lake Worth at the Osborne Community Center which is at 1699 Wingfield Street in the south end of Lake Worth. Belle Glade's YEC is in the heart of the city located at 227 SW 6<sup>th</sup> Street. The Youth Empowerment Centers incorporate teen-specific programs such as: employment services, educational opportunities, tutoring, mentoring, audio visual production and marketing, computer hardware technology and a variety of other crime prevention components. The YEC's served over 733 youth (unduplicated) in 2007 and 2008. Additionally, the formation of Youth Empowerment Center Teen Councils has helped define the needs and wants of the teens in the community.

Upon Board direction, the CJC created the Youth Violence Prevention Planning Steering Committee to coordinate and research the development of a Youth Violence Prevention Project. Palm Beach County experienced and continues to see an increase of shootings, generating tremendous concern on the part of the Board of County Commissioners, Criminal Justice Commission members, local law enforcement, educators and the community.

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

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

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

THIS INTERLOCAL AGREEMENT is made the first day of October, 2010 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of West Palm Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

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

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

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

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

**WHEREAS**, CJC received a grant award of \$324,901 from the Department of Justice for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy. The prevention and intervention component, youth empowerment centers (YECs), will be enhanced with targeted outreach and case management; and

**WHEREAS**, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$71,352 from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project set forth in Exhibits B and C and by this reference incorporated herein. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

*Attachment 1*

## **SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project's Scope of Work in Exhibit B and Logic Model, Exhibit C. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for services in a total amount not to exceed \$71,352.

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

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

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

## **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

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

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

## **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2010 and shall continue in full force and effect up to and including March 31, 2012 unless otherwise terminated as provided herein.

## **SECTION 4. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project's Scope of Work delineated in Exhibit B and the Logic Model, Exhibit C and in compliance with the DOJ, OJJDP Special Conditions Exhibit D and by this reference incorporated herein.

## **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**

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

## **SECTION 6. ACCESS AND AUDITS**

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

## **SECTION 7. BREACH/OPPORTUNITY TO CURE**

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

## **SECTION 8. TERMINATION**

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

## **SECTION 9. ATTORNEY'S FEES**

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

## **SECTION 10. NOTICE AND CONTACT**

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

For the COUNTY:                      Michael L. Rodriguez  
Executive Director

Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

With a copy to:

Gentry D. Benjamin  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

For the CITY:

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

## **SECTION 11. DELEGATION OF DUTY**

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

## **SECTION 12. FILING**

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

## **SECTION 13. LIABILITY**

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

## **SECTION 14. REMEDIES**

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

## **SECTION 15. EQUAL OPPORTUNITY PROVISION**

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

performance of this Agreement.

## **SECTION 16. INSURANCE BY CITY OF WEST PALM BEACH**

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

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

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

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

## **SECTION 17. NOTICES**

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

## **SECTION 18. CRIMINAL HISTORY RECORDS CHECK**

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

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



## **SECTION 19. REGULATIONS; LICENSING REQUIREMENTS**

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

## **SECTION 20. CITY PROGRAMMATIC REQUIREMENTS**

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

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

be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit E.

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

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

## **SECTION 21 – OFFICE OF THE INSPECTOR GENERAL**

Pursuant to ordinance no. 2009-049, Palm Beach County has established the office of the inspector general, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. All contractors and parties doing business with the county and receiving county funds shall fully cooperate with the inspector general. The inspector general has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

## **SECTION 22. CAPTIONS**

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

## **SECTION 23. SEVERABILITY**

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

## **SECTION 24. ENTIRETY OF AGREEMENT**

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

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

**ATTEST:**

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

(SEAL)

**WITNESSES:**

\_\_\_\_\_  
*Lisa Hedge*

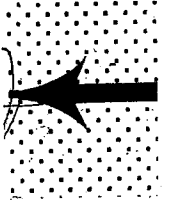
CITY: West Palm Beach, FL  
\_\_\_\_\_  
Mayor Lois J. Frankel

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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



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

By: \_\_\_\_\_  
Date: 11/15/10

OJJDP FY 2010 Youth Gang Prevention and Intervention Program  
 West Palm Beach Youth Violence Prevention Project

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	
<b>1. Case Manager</b>	
<i>The Case Manager or Bridger will have primary responsibility for case managing youth in the center; Bridger will be housed in the West Palm Beach Youth Empowerment Center and paid for by the city. The Bridger is responsible for the coordination between the targeted youth and YEC staff, parents, school, juvenile justice system and other service providers. All other YEC will provide case management at a secondary level.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$0</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x .78%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$ -</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	
<b>\$ -</b>	
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Bridger @ 100 miles/month X .55 a mile x 18 months	
	\$990
<b>SUB-TOTAL TRAVEL / TRAINING</b>	
<b>\$990</b>	
<b>D. SUPPLIES</b>	
1. Office/Program Supplies @ \$100/month x 1 centers =18 months	
	\$1,800
<i>Standard office supplies and program supplies necessary to offer interest-based programs</i>	
(recruitment fliers, brochures, posters) @ \$.10/copy x 500/site x 1 sites x 18 months	
	\$ 900
<b>SUB-TOTAL SUPPLIES</b>	
<b>\$ 2,700</b>	
<b>E. OTHER</b>	
1. Food - Snacks for 15 youth x 390 days x \$1.00/day	
	\$5,850
<i>Food is also for family events, graduation from structured programs &amp; service learning project outings</i>	
2. Contractual Pro-Social Activities for 15 recruited youth x \$111.33 per activity x 15 months	
	\$61,812
<i>The cornerstone to YEC's is the implementation of youth interest-based programs. There are 48 programs offered weekly for youth to select from. Programs range from tutoring to digital AV production to web design to the African Drums and BEATS. All are designed to promote self confidence and interpersonal relationship development.</i>	
<b>SUB-TOTAL OTHER</b>	
<b>\$67,662</b>	

OJJDP FY 2010 Youth Gang Prevention and Intervention Program  
West Palm Beach Youth Violence Prevention Project

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	\$ -
<b>B. FRINGE BENEFITS</b>	\$ -
<b>C. TRAVEL/TRAINING</b>	\$ 990
<b>D. SUPPLIES</b>	\$ 2,700
<b>E. OTHER</b>	\$ 67,662
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 71,352</b>

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

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

Each participating city agrees to:

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

**Background:**

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

**Components:**

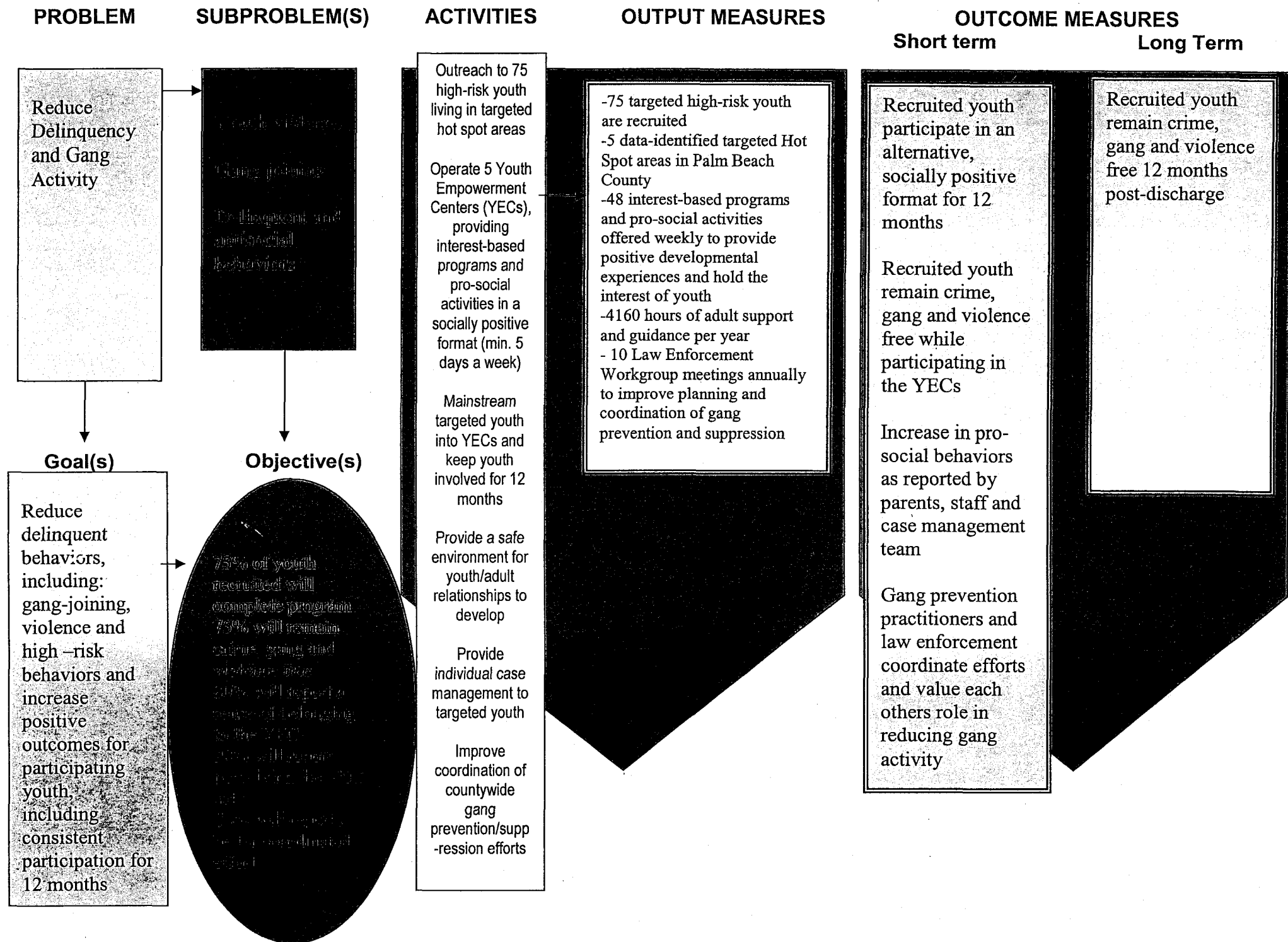
1. **Crime Prevention:**

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

Youth Empowerment Center Programs:	Responsibility
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	MOU with School District and Charter School
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	MOU with Workforce Alliance and Palm Beach Community College
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as	City

described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	<b>City</b>
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	<b>City-Youth Empowerment Administrative Staff</b>
<b>Life Skills</b>	<b>City</b>
<b>Cultural Diversity Training</b>	<b>City</b>







Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 2 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*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](mailto: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](http://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.

MR



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 3 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*SPECIAL CONDITIONS*

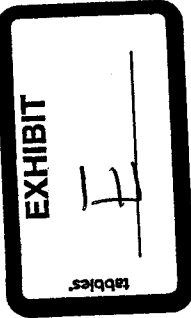
8. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
9. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
10. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
11. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/prm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
12. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
13. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
14. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
15. 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.

# Youth Violence Prevention Project Monthly Programmatic Report

Exhibit C

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

**REPORTING MONTH:** \_\_\_\_\_



Organization: \_\_\_\_\_

Project Name: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

<b>YOUTH EMPOWERMENT CENTER</b>	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input style="width: 100%; height: 20px;" type="text"/>
Career Academy:	<input style="width: 100%; height: 20px;" type="text"/>
Comm. Outreach Program:	<input style="width: 100%; height: 20px;" type="text"/>
Cultural Diversity Training:	<input style="width: 100%; height: 20px;" type="text"/>
Employment Services:	<input style="width: 100%; height: 20px;" type="text"/>
Job Training:	<input style="width: 100%; height: 20px;" type="text"/>
Life Skills:	<input style="width: 100%; height: 20px;" type="text"/>
Parenting Classes:	<input style="width: 100%; height: 20px;" type="text"/>
Safe School Program:	<input style="width: 100%; height: 20px;" type="text"/>
Teen Center:	<input style="width: 100%; height: 20px;" type="text"/>
Tutoring:	<input style="width: 100%; height: 20px;" type="text"/>
Mentoring:	<input style="width: 100%; height: 20px;" type="text"/>

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

<b>LAW ENFORCEMENT</b>	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input style="width: 100%; height: 25px;" type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input style="width: 100%; height: 25px;" type="text"/>

**JUSTICE SERVICE CENTER**

**Exhibit C**

*Please indicate the total number of participants for the following categories:*

- Mental Health :
- Substance Abuse:
- Probation Sanction:
- Community Service:
- Life Skills:
- Social Services:
- Legal Services:
- Employment:
- Cult.Competency Training


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

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Reimbursement Request

**SUMMARY STATEMENT OF TOTAL PROJECT COSTS**

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Unit Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____  <span style="margin-left: 350px;">Project Director</span></p> <p style="text-align: center;">_____                  Typed Name of Project Director</p>			

DETAIL OF SALARIES AND BENEFITS

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

DETAIL OF BENEFITS

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



DETAIL OF OVERTIME PAY AND BENEFITS

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

DETAIL OF BENEFITS FOR OVERTIME ONLY

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

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS) AND UNIT COSTS

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

DETAIL OF EXPENSES

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

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

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

DETAIL OF INDIRECT COSTS

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

*R10-159*

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

THIS INTERLOCAL AGREEMENT is made the first day of October, 2010 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Boynton Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

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

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

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

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

**WHEREAS**, CJC received a grant award of \$324,901 from the Department of Justice for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy. The prevention and intervention component, youth empowerment centers (YECs), will be enhanced with targeted outreach and case management; and

**WHEREAS**, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$71,352 from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project set forth in Exhibits B and C and by this reference incorporated herein. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

## **SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project's Scope of Work in Exhibit B and Logic Model, Exhibit C. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for services in a total amount not to exceed \$71,352.

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

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

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

## **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

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

The CITY'S representative/contract monitor during the term of this Agreement shall be Vickie Henderson whose telephone number is (561) 742-6647.

## **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2010 and shall continue in full force and effect up to and including March 31, 2012 unless otherwise terminated as provided herein.

## **SECTION 4. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project's Scope of Work delineated in Exhibit B and the Logic Model, Exhibit C and in compliance with the DOJ, OJJDP Special Conditions Exhibit D and by this reference incorporated herein.

## **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**



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

#### **SECTION 6. ACCESS AND AUDITS**

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

#### **SECTION 7. BREACH/OPPORTUNITY TO CURE**

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

#### **SECTION 8. TERMINATION**

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

#### **SECTION 9. ATTORNEY'S FEES**

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

#### **SECTION 10. NOTICE AND CONTACT**

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

For the COUNTY:                      Michael L. Rodriguez  
Executive Director

With a copy to:

Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

Gentry D. Benjamin  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

For the CITY:

Kurt Bressner, City Manager  
City of Boynton Beach  
100 East Boynton Beach Blvd.  
Boynton Beach, FL 33425

#### **SECTION 11. DELEGATION OF DUTY**

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

#### **SECTION 12. FILING**

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

#### **SECTION 13. LIABILITY**

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

#### **SECTION 14. REMEDIES**

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

#### **SECTION 15. EQUAL OPPORTUNITY PROVISION**

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

## **SECTION 16. INSURANCE BY CITY OF BOYNTON BEACH**

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

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

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

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

## **SECTION 17. NOTICES**

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

## **SECTION 18. CRIMINAL HISTORY RECORDS CHECK**

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

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

## **SECTION 19. REGULATIONS; LICENSING REQUIREMENTS**

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

## **SECTION 20. CITY PROGRAMMATIC REQUIREMENTS**

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

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

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

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

#### **SECTION 21 – OFFICE OF THE INSPECTOR GENERAL**

Pursuant to ordinance no. 2009-049, Palm Beach County has established the office of the inspector general, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. All contractors and parties doing business with the county and receiving county funds shall fully cooperate with the inspector general. The inspector general has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

#### **SECTION 22. CAPTIONS**

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

#### **SECTION 23. SEVERABILITY**

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

#### **SECTION 24. ENTIRETY OF AGREEMENT**

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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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

**ATTEST:**

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
**Karen T. Marcus, Chair**

(SEAL)

**WITNESSES:**

CITY: Boynton Beach, FL

*Jammy Stanzione*  
\_\_\_\_\_  
*Stephen D.*  
\_\_\_\_\_

*Kurt Bressner*  
\_\_\_\_\_  
Kurt Bressner, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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

APPROVED AS TO FORM  
*[Signature]*  
\_\_\_\_\_  
CITY ATTORNEY

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	
<b>1. Case Managers (4) PT @ \$35,233 annually x 100% of time</b>	
<i>The Case Manager or Bridger will have primary responsibility for case managing youth in the center; Bridger will be housed in the Boynton Beach Youth Empowerment Center. The Bridger is responsible for the coordination between the targeted youth and YEC staff, parents, school, juvenile justice system and other service providers. All other YEC will provide case management at a secondary level.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$35,233</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x .78%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$ 1,529</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$ 36,762</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Bridger @ 100 miles/month X .55 a mile x 18 months	
	\$990
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$990</b>
<b>D. SUPPLIES</b>	
1. Office/Program Supplies @ \$100/month x 1 centers =18 months	
	\$1,800
<i>Standard office supplies and program supplies necessary to offer interest-based programs</i>	
(recruitment fliers, brochures, posters) @ \$.10/copy x 500/site x 1 sites x 18 months	
	\$ 900
<b>SUB-TOTAL SUPPLIES</b>	<b>\$ 2,700</b>
<b>E. OTHER</b>	
1. Food - Snacks for 15 youth x 390 days x \$1.00/day	
	\$5,850
<i>Food is also for family events, graduation from structured programs &amp; service learning project outings</i>	
2. Contractual Pro-Social Activities for 15 recruited youth x \$111.33 per activity x 15 months	
	\$25,050
<i>The cornerstone to YEC's is the implementation of youth interest-based programs. There are 48 programs offered weekly for youth to select from. Programs range from tutoring to digital AV production to web design to the African Drums and BEATS. All are designed to promote self confidence and interpersonal relationship development.</i>	
<b>SUB-TOTAL OTHER</b>	<b>\$30,900</b>

OJJDP FY 2010 Youth Gang Prevention and Intervention Program  
Boynton Beach Youth Violence Prevention Project

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	\$ 35,233
<b>B. FRINGE BENEFITS</b>	\$ 1,529
<b>C. TRAVEL/TRAINING</b>	\$ 990
<b>D. SUPPLIES</b>	\$ 2,700
<b>E. OTHER</b>	\$ 30,900
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 71,352</b>



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

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

Each participating city agrees to:

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

**Background:**

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

**Components:**

**1. Crime Prevention:**

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

Youth Empowerment Center Programs:	Responsibility
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	MOU with School District and Charter School
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	MOU with Workforce Alliance and Palm Beach Community College
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as	City

Exhibit B

described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	<b>City</b>
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	<b>City-Youth Empowerment Administrative Staff</b>
<b>Life Skills</b>	<b>City</b>
<b>Cultural Diversity Training</b>	<b>City</b>

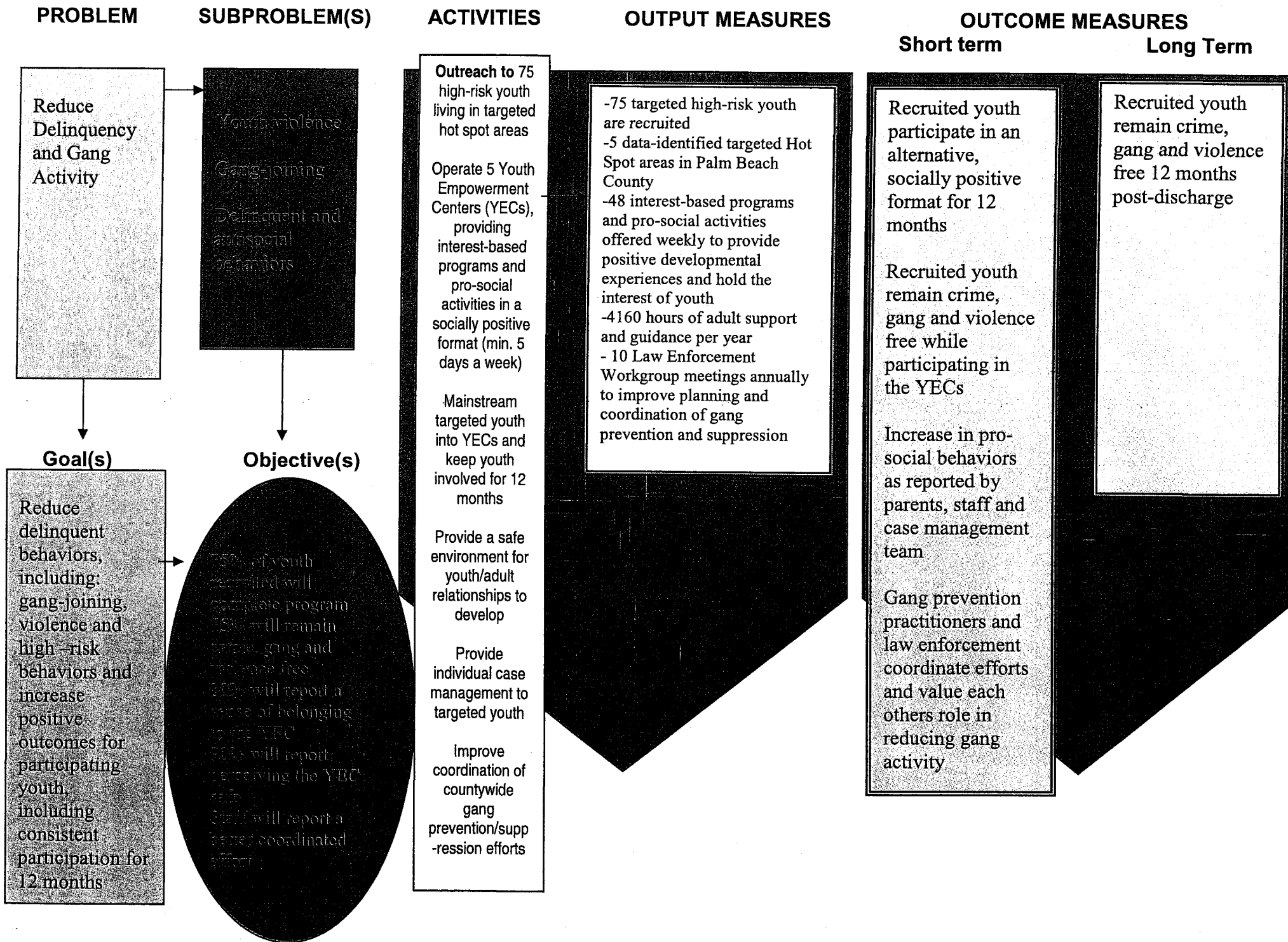


Exhibit D  
1 of 2



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 2 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*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](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 369-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://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.

MP2

Exhibit D  
2 of 2



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 3 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

**SPECIAL CONDITIONS**

8. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
9. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
10. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
11. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/prm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
12. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
13. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
14. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
15. 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.

*[Handwritten signature]*

# Youth Violence Prevention Project Monthly Programmatic Report

Exhibit E

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

**REPORTING MONTH:** \_\_\_\_\_

Organization: \_\_\_\_\_

Project Name: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

<b>YOUTH EMPOWERMENT CENTER</b>	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input style="width: 100%; height: 20px;" type="text"/>
Career Academy:	<input style="width: 100%; height: 20px;" type="text"/>
Comm. Outreach Program:	<input style="width: 100%; height: 20px;" type="text"/>
Cultural Diversity Training:	<input style="width: 100%; height: 20px;" type="text"/>
Employment Services:	<input style="width: 100%; height: 20px;" type="text"/>
Job Training:	<input style="width: 100%; height: 20px;" type="text"/>
Life Skills:	<input style="width: 100%; height: 20px;" type="text"/>
Parenting Classes:	<input style="width: 100%; height: 20px;" type="text"/>
Safe School Program:	<input style="width: 100%; height: 20px;" type="text"/>
Teen Center:	<input style="width: 100%; height: 20px;" type="text"/>
Tutoring:	<input style="width: 100%; height: 20px;" type="text"/>
Mentoring:	<input style="width: 100%; height: 20px;" type="text"/>

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

<b>LAW ENFORCEMENT</b>	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input style="width: 100%; height: 20px;" type="text"/>
 <u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input style="width: 100%; height: 20px;" type="text"/>

**JUSTICE SERVICE CENTER**

*Please indicate the total number of participants for the following categories:*

**Mental Health :**  
**Substance Abuse:**  
**Probation Sanction:**  
**Community Service:**  
**Life Skills:**  
**Social Services:**  
**Legal Services:**  
**Employment:**  
**Cult. Competency Training**


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

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Reimbursement Request

**SUMMARY STATEMENT OF TOTAL PROJECT COSTS**

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Unit Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____  <span style="margin-left: 300px;">Project Director</span></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Typed Name of Project Director</p>			

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

THIS INTERLOCAL AGREEMENT is made the first day of October, 2010 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Lake Worth, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

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

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

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

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

**WHEREAS**, CJC received a grant award of \$324,901 from the Department of Justice for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy. The prevention and intervention component, youth empowerment centers (YECs), will be enhanced with targeted outreach and case management; and

**WHEREAS**, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$71,352 from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project as outlined in Exhibits B and C and by this reference incorporated herein. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

## **SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall implement a Youth Violence Prevention Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Youth Violence Prevention Project's Scope of Work in Exhibit B and Logic Model, Exhibit C. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for services in a total amount not to exceed \$71,352.

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

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

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

## **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

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

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

## **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2010 and shall continue in full force and effect up to and including March 31, 2012 unless otherwise terminated as provided herein.

## **SECTION 4. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Youth Violence Prevention Project's Scope of Work delineated in Exhibit B and the Logic Model, Exhibit C and in compliance with the DOJ, OJJDP Special Conditions Exhibit D and by this reference incorporated herein.

## **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**

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

**SECTION 6. ACCESS AND AUDITS**

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

**SECTION 7. BREACH/OPPORTUNITY TO CURE**

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

**SECTION 8. TERMINATION**

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

**SECTION 9. ATTORNEY'S FEES**

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

**SECTION 10. NOTICE AND CONTACT**

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

For the COUNTY:	Michael L. Rodriguez Executive Director
-----------------	--

Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

With a copy to:

Gentry D. Benjamin  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

For the CITY:

Rene Varela, Mayor  
City of Lake Worth  
7 North Dixie Hwy.  
Lake Worth, FL 33460

## **SECTION 11. DELEGATION OF DUTY**

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

## **SECTION 12. FILING**

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

## **SECTION 13. LIABILITY**

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

## **SECTION 14. REMEDIES**

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

## **SECTION 15. EQUAL OPPORTUNITY PROVISION**

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

## **SECTION 16. INSURANCE BY CITY OF LAKE WORTH**

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

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

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

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

## **SECTION 17. NOTICES**

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

## **SECTION 18. CRIMINAL HISTORY RECORDS CHECK**

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

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

## **SECTION 19. REGULATIONS; LICENSING REQUIREMENTS**

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

## **SECTION 20. CITY PROGRAMMATIC REQUIREMENTS**

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

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

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

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

**SECTION 21 – OFFICE OF THE INSPECTOR GENERAL**

Pursuant to ordinance no. 2009-049, Palm Beach County has established the office of the inspector general, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. All contractors and parties doing business with the county and receiving county funds shall fully cooperate with the inspector general. The inspector general has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

**SECTION 22. CAPTIONS**

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

**SECTION 23. SEVERABILITY**

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

**SECTION 24. ENTIRETY OF AGREEMENT**

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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



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

**ATTEST:**

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

(SEAL)

**WITNESSES:**

CITY: Lake Worth, FL

Valerie Hurley  
Pamela Lopez

Suzanne Mulvehill 4/24/10  
~~Rene Varela, Mayor~~  
Suzanne Mulvehill, Vice Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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

Approved as to form  
By: Elaine A. Humphreys  
Elaine Humphreys, City Attorney

ATTEST:

By: \_\_\_\_\_  
Pamela Lopez, City Clerk

OJJDP FY 2010 Youth Gang Prevention and Intervention Program  
Lake Worth Youth Empowerment Center

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	
<b>1. Case Managers (1) PT @ \$40,233 annually x 100% of time</b>	
<i>The Case Manager or Bridger will have primary responsibility for case managing youth in the center; the Bridger will be housed in the Lake Worth Youth Empowerment Center. The Bridger is responsible for the coordination between the targeted youth and YEC staff, parents, school, juvenile justice system and other service providers. All other YEC staff will provide case management at a secondary level.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$40,233</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x .78%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$ 307</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$ 40,540</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Bridger @ 100 miles/month X .55 a mile x 18 months	
	\$990
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$990</b>
<b>D. SUPPLIES</b>	
1. Office/Program Supplies @ \$100/month x 1 centers =18 months	
	\$1,800
<i>Standard office supplies and program supplies necessary to offer interest-based programs</i>	
(recruitment fliers, brochures, posters) @ \$.10/copy x 500/site x 1 sites x 18 months	
	\$ 900
<b>SUB-TOTAL SUPPLIES</b>	<b>\$ 2,700</b>
<b>E. OTHER</b>	
1. Food - Snacks for 15 youth x 390 days x \$1.00/day	
	\$5,850
<i>Food is also for family events, graduation from structured programs &amp; service learning project outings</i>	
2. Contractual Pro-Social Activities for 15 recruited youth x \$111.33 per activity x 15 months	
<i>The cornerstone to YEC's is the implementation of youth interest-based programs. There are 48 programs offered weekly for youth to select from. Programs range from tutoring to digital AV production to web design to the African Drums and BEATS. All are designed to promote self confidence and interpersonal relationship developme</i>	
<b>SUB-TOTAL OTHE</b>	

Exhibit A

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	<b>\$40,233</b>
<b>B. FRINGE BENEFITS</b>	<b>\$ 307</b>
<b>C. TRAVEL/TRAINING</b>	<b>\$ 990</b>
<b>D. SUPPLIES</b>	<b>\$ 2,700</b>
<b>E. OTHER</b>	<b>\$27,122</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 71,352</b>

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

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

Each participating city agrees to:

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

**Background:**

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

**Components:**

1. **Crime Prevention:**

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

Youth Empowerment Center Programs:	Responsibility
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	MOU with School District and Charter School
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	MOU with Workforce Alliance and Palm Beach Community College
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as	City

described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	<b>City</b>
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	<b>City-Youth Empowerment Administrative Staff</b>
<b>Life Skills</b>	<b>City</b>
<b>Cultural Diversity Training</b>	<b>City</b>

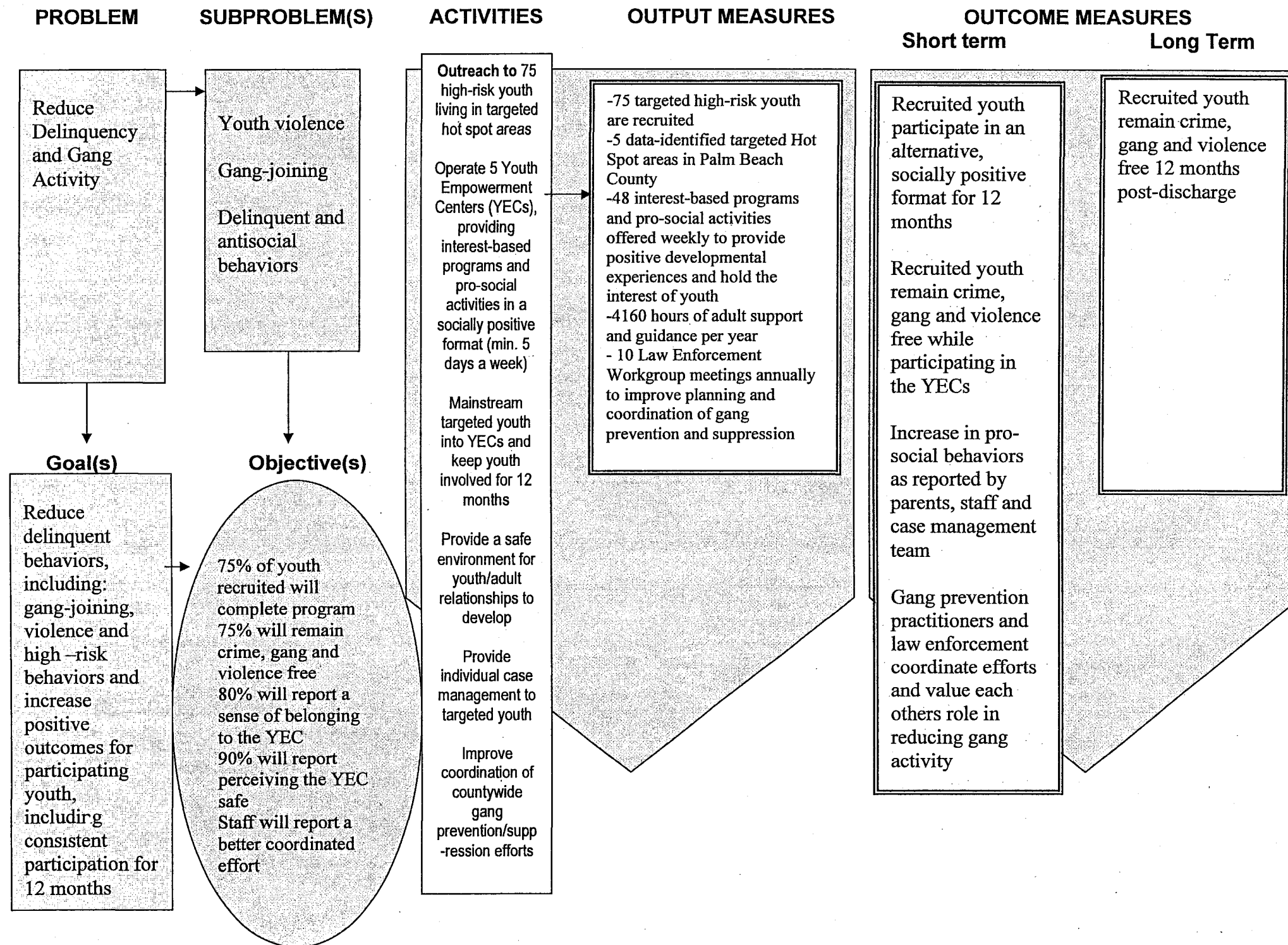


Exhibit D



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

**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](mailto: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](http://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.

*MR*





Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 3 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*SPECIAL CONDITIONS*

8. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
9. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
10. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
11. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.njrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
12. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
13. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
14. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
15. 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.

*ME*

DETAIL OF SALARIES AND BENEFITS

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

DETAIL OF BENEFITS

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

DETAIL OF OVERTIME PAY AND BENEFITS

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

DETAIL OF BENEFITS FOR OVERTIME ONLY

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

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS) AND UNIT COSTS

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

DETAIL OF EXPENSES

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

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

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



DETAIL OF INDIRECT COSTS

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

# Youth Violence Prevention Project Monthly Programmatic Report

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

REPORTING MONTH: \_\_\_\_\_

Organization: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Person completing this form: \_\_\_\_\_

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

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

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

Reimbursement Request

**SUMMARY STATEMENT OF TOTAL PROJECT COSTS**

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Unit Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____  <span style="margin-left: 300px;">Project Director</span></p> <p style="text-align: center;">_____                  Typed Name of Project Director</p>			

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

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

**WITNESSETH:**

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

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

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

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

**WHEREAS**, CJC received a grant award of \$324,901 from the Department of Justice for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy. The prevention and intervention component, youth empowerment centers (YECs), will be enhanced with targeted outreach and case management; and

**WHEREAS**, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit A, up to the amount of \$71,352 for FY2011 and roll over any unobligated dollars from FY2010 from October 1, 2010 through March 31, 2012 for the

*Attachment 4*

Project as outlined in Exhibits B and C and by this reference incorporated herein. A copy of the budget is attached as Exhibit A and by this reference incorporated herein; and

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

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

**SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall implement the Project in partnership with the COUNTY and adhering to the concepts proposed by the CJC and approved by the BCC, outlined in the Scope of Work in Exhibits B and C by this reference incorporated herein. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit A for the Project in a total amount not to exceed \$71,352 for FY2011.

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

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

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

**SECTION 2. COUNTY DONATION OF MODULAR**

This Section 2 is restated in its entirety with the COUNTY and CITY acknowledging that the transfer and relocation of the Facility has previously occurred with the Facility currently being used by the CITY as a Youth Empowerment Center: The COUNTY agrees to cause the transfer of title of two mobile home vehicles registered with the Florida Department of Motor Vehicles (together referred to as "Facility") with vehicle ID and title numbers of SMM10242A/100946347 and SMM10242B/100946451 respectively at the COUNTY'S sole cost and expense. The COUNTY's cost for the donation and relocation of the Facility is \$157,200. The cost of the work includes the following work items:

- 1) preparation of documents required for design/permitting of the work;
- 2) obtaining all necessary permits for the work;
- 3) relocation and reassembly of the Facility to the Property;

- 4) de-mucking of the portion of the Property on which the Facility is to be placed, if necessary;
- 5) plumbing and all equipment necessary to connect to City water and sewer facilities at the Property line;
- 6) all electrical equipment to connect to commercial power at the Property line, and
- 7) all other items required to complete the scope of work in order to implement the site plan which is shown in Exhibit B.

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

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

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

- A. The Facility shall be solely and continuously used as a Youth Empowerment Center as outlined in this Agreement. Any other use of the Facility is strictly prohibited without prior written consent of the COUNTY. Use for any purpose other than those identified in this Agreement is at the COUNTY's sole and absolute discretion. In the event that the CITY 1) uses the Facility for any use other than those identified or authorized pursuant to this Agreement, or 2) ceases operations for a period of longer than 30 days for any reason other than casualty loss, the CITY will be considered in default of this provision. In the event a default

occurs under this Section, the COUNTY shall have the sole right to remove the Facility from the CITY property and have title to the Facility transferred to the COUNTY. In the event that COUNTY determines that it desires to remove the Facility from the CITY property and have title transferred, the COUNTY shall do so at its sole cost and expense providing that the remaining unreimbursed expenses are sufficient to cover the cost of the removal and any other expenses incurred by the County as a result of the CITY's default. In the event that the remaining unreimbursed are insufficient to cover the cost of removal and any other expenses incurred by the COUNTY as a result of the CITY's default, the COUNTY may use funds due the CITY, but not reimbursed at the time of the default to cover its expenses. The CITY agrees to promptly execute the title transfer documents required to effectuate this provision within 7 calendar days of presentation.

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

- B. The Facility shall be maintained and operated in good and safe operating condition at a level which is equal to or greater than conditions required by any licensing agency or other governmental entities operating similar facilities and programs, including capital repairs, by the CITY at its sole cost and expense. Such costs are not eligible for reimbursement pursuant to this Agreement. The CITY agrees that it shall grant access, upon request, to a representative of the Facilities Development & Operations Department to observe the conditions of the Facility and compliance with this provision, no less than two times annually. The COUNTY shall have the right to request access to the Facility to follow-up on any complaints received with regard to the condition of the Facility. In the event that Facilities Development & Operations believes that there are deficiencies pursuant to this provision, the COUNTY shall notify the CITY in writing of such deficiencies. The CITY shall then be required to submit a plan, within 14 calendar days of receipt of same for correction of the deficiencies including specific courses of action for correction as well as the timetable for implementing same. That corrective plan will be reviewed within 7 calendar days of receipt and a written approval to proceed will be sent to the CITY or comments for the CITY to further address. The CITY shall then have 7 calendar days to submit a final plan which shall be acceptable to the COUNTY in its sole discretion.

- C. The Facility shall be secured by the CITY at all times. The CITY assumes all risk of loss with respect to the Facility upon transfer of title. If the Facility is stolen, vandalized or damaged (other than casualty loss), the CITY shall repair said vandalism and/or damage at its sole cost and expense. Costs for security and any work required pursuant to this Section are not eligible for reimbursement pursuant to this Agreement unless specifically included in, and approved by the COUNTY in the Budget Narrative, Exhibit A.
- D. During the term of this Agreement, the CITY shall not assign, convey, sell, donate, or otherwise dispose of or convey the Facility without the prior written consent of the COUNTY, which may be granted or withheld at the COUNTY's sole and absolute discretion. This Section shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### **SECTION 3. REPRESENTATIVE/MONITORING POSITION**

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

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

### **SECTION 4. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including September 30, 2018 unless otherwise terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, as it relates to the funding of this Agreement, the term of this contract shall be from October 1, 2010 to March 31, 2012.

### **SECTION 5. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Project's Scope of Work delineated in Exhibit B and the Logic Model, Exhibit C and in compliance with the DOJ, OJJDP Special Conditions Exhibit D and by this reference incorporated herein.

### **SECTION 6. PAYMENTS/INVOICING AND REIMBURSEMENT**

The CITY shall submit monthly programmatic reports (Exhibit E by this reference incorporated herein) and monthly financial invoices (Exhibit F by this reference incorporated herein) to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the city's expenditures for the Project. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the



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

#### **SECTION 7. ACCESS AND AUDITS**

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

#### **SECTION 8. BREACH/OPPORTUNITY TO CURE**

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

#### **SECTION 9. TERMINATION**

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

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

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

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

#### **SECTION 10. ATTORNEY'S FEES**

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

#### **SECTION 11. NOTICE AND CONTACT**

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

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

With a copy to:                   Gentry D. Benjamin  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

#### **SECTION 12. DELEGATION OF DUTY**

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

**SECTION 13. FILING**

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

**SECTION 14. LIABILITY**

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

**SECTION 15. REMEDIES**

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

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

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

**SECTION 17. INSURANCE BY CITY OF BELLE GLADE**

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

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

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

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

#### **SECTION 18. NOTICES**

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

#### **SECTION 19. CRIMINAL HISTORY RECORDS CHECK**

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

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

#### **SECTION 20. CITY'S PROGRAMMATIC REQUIREMENTS**

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

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit B and C are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit B and C. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format, Exhibit E.
- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

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

#### **SECTION 21. REGULATIONS; LICENSING REQUIREMENTS:**

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

**SECTION 22. AVAILABILTY OF FUNDS**

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

**SECTION 23. CAPTIONS**

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

**SECTION 24. SEVERABILITY**

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

**SECTION 25. OFFICE OF THE INSPECTOR GENERAL**

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

**SECTION 26. ENTIRETY OF AGREEMENT**

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

**SECTION 27. WRITTEN AMENDMENT**

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

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

**ATTEST:**

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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

Witness:

*Jenniah Davis*  
Print Name: Jenniah Davis

**CITY OF BELLE GLADE**

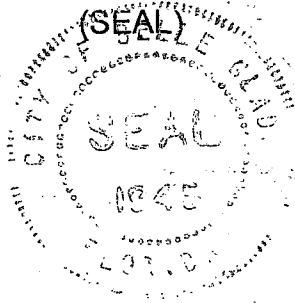
BY: \_\_\_\_\_  
STEVE B. WILSON  
MAYOR

**ATTEST:**

BY: \_\_\_\_\_  
DEBRA BUFF, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

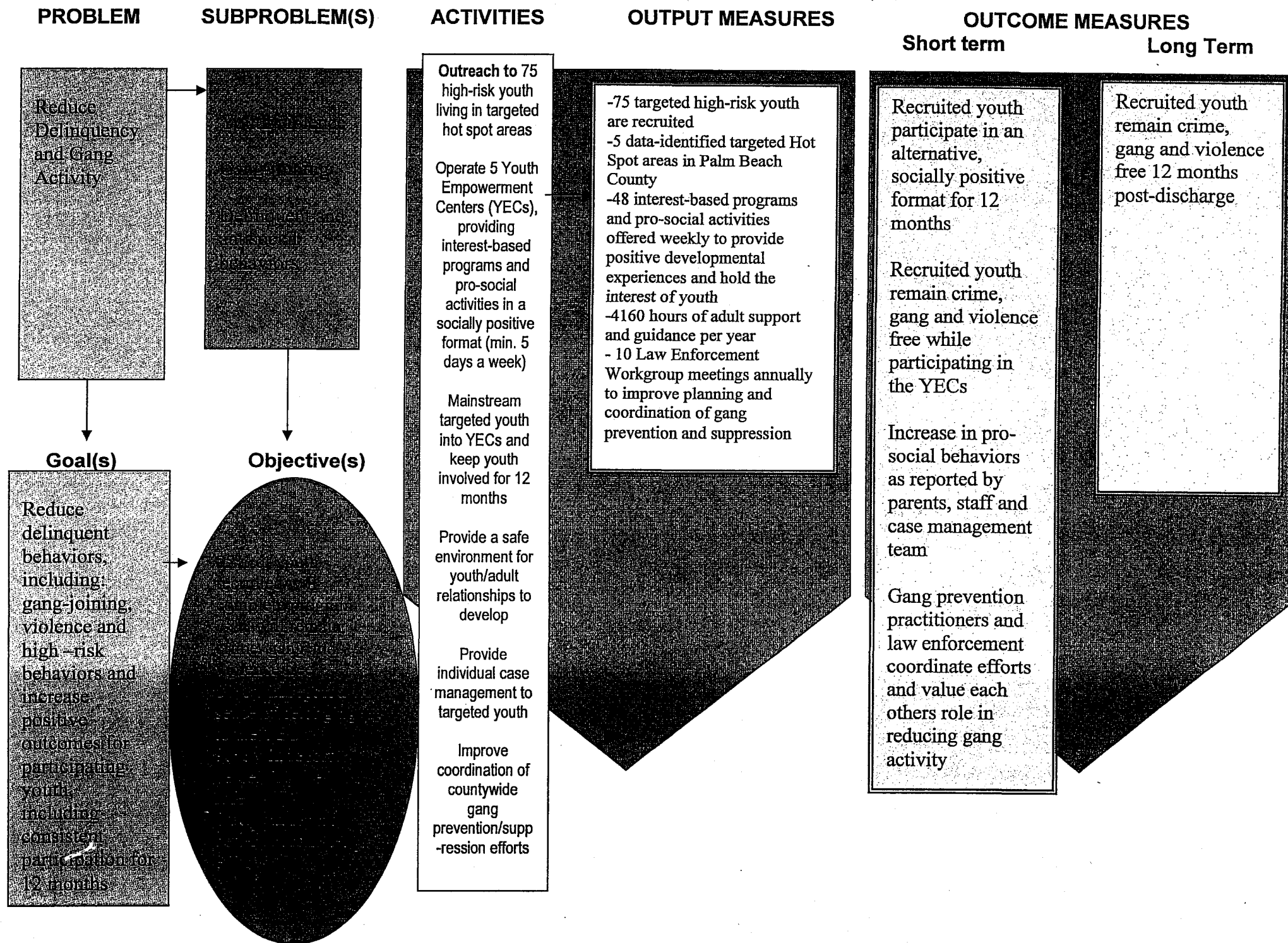
BY: \_\_\_\_\_  
GLEN J. TORCIVIA  
CITY ATTORNEY



<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	
<b>1. Case Managers (4) PT @ \$35,233 annually x 100% of time</b>	
<i>The Case Manager or Bridger will have primary responsibility for case managing youth in the center; Bridger will be housed in the Belle Glade Youth Empowerment Center. The Bridger is responsible for the coordination between the targeted youth and YEC staff, parents, school, juvenile justice system and other service providers. All other YEC will provide case management at a secondary level.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$35,233</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x .78%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$ 1,529</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$ 36,762</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Bridger @ 100 miles/month X .55 a mile x 18 months	
	\$990
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$990</b>
<b>D. SUPPLIES</b>	
1. Office/Program Supplies @ \$100/month x 1 centers =18 months	
	\$1,800
<i>Standard office supplies and program supplies necessary to offer interest-based programs</i>	
(recruitment fliers, brochures, posters) @ \$.10/copy x 500/site x 1 sites x 18 months	
	\$ 900
<b>SUB-TOTAL SUPPLIES</b>	<b>\$ 2,700</b>
<b>F. OTHER</b>	
1. Food - Snacks for 15 youth x 390 days x \$1.00/day	
	\$5,850
<i>Food is also for family events, graduation from structured programs &amp; service learning project outings</i>	
2. Contractual Pro-Social Activities for 15 recruited youth x \$111.33 per activity x 15 months	
	\$25,050
<i>The cornerstone to YEC's is the implementation of youth interest-based programs. There are 48 programs offered weekly for youth to select from. Programs range from tutoring to digital AV production to web design to the African Drums and BEATS. All are designed to promote self confidence and interpersonal relationship development.</i>	
<b>SUB-TOTAL OTHER</b>	<b>\$30,900</b>



<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	\$ 35,233
<b>B. FRINGE BENEFITS</b>	\$ 1,529
<b>C. TRAVEL/TRAINING</b>	\$ 990
<b>D. SUPPLIES</b>	\$ 2,700
<b>E. OTHER</b>	\$ 30,900
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 71,352</b>


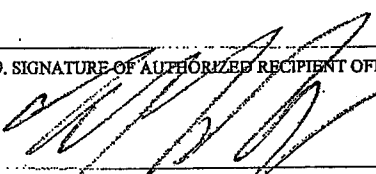




Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

Grant

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Palm Beach County 301 North Olive Avenue West Palm Beach, FL 33401		4. AWARD NUMBER: 2010-JV-FX-0030	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 03/31/2012 BUDGET PERIOD: FROM 10/01/2010 TO 03/31/2012	
		6. AWARD DATE 09/13/2010	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 596000789		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE Palm Beach County Criminal Justice Commission (CJC) Anti-Gang Strategy Enhancement		10. AMOUNT OF THIS AWARD	\$ 324,901
		11. TOTAL AWARD	\$ 324,901
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 FY10(OJDP Gangs) Pub. L. 111-117			
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 Michael Rodriguez Executive Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-14-10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F JV 70 00 00 324901		21. JJVTGT0661	

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  
Office of Juvenile Justice and  
Delinquency Prevention

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*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](mailto: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](http://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.

*MR*



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 3 OF 3

PROJECT NUMBER 2010-JV-FX-0030

AWARD DATE 09/13/2010

*SPECIAL CONDITIONS*

8. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
9. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
10. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
11. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
12. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
13. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
14. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
15. 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

Office of the Assistant Attorney General

Washington, D.C. 20531

September 13, 2010

Mr. Michael Rodriguez  
Palm Beach County  
301 North Olive Avenue  
West Palm Beach, FL 33401

Dear Mr. Rodriguez:

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 FY 10 Youth Gang Prevention and Intervention Program in the amount of \$324,901 for Palm Beach County.

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, Gwen Williams, Program Manager at (202) 616-1611; 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](mailto: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



Department of Justice  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

September 13, 2010

Mr. Michael Rodriguez  
Palm Beach County  
301 North Olive Avenue  
West Palm Beach, FL 33401

Dear Mr. Rodriguez:

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

**Ensuring Access to Federally Assisted Programs**

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

**Providing Services to Limited English Proficiency (LEP) Individuals**

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

**Ensuring Equal Treatment for Faith-Based Organizations**

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

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

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

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

## Enforcing Civil Rights Laws

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

## Complying with the Safe Streets Act or Program Requirements

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

### 1) Meeting the EEOP Requirement

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

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

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

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

### 2) Submitting Findings of Discrimination

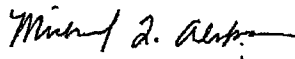
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR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

## Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst





Department of Justice

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

---

Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Kathi Grasso, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for Palm Beach County

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

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

**Grant**

PROJECT NUMBER  
2010-JV-EX-0030

PAGE 1 OF 1

This project is supported under FY10(OJJDP Gangs) Pub. L. 111-117

**1. STAFF CONTACT (Name & telephone number)**

Gwen Williams  
(202) 616-1611

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

Brenda Oakes  
Youth Violence Prevention Planning Coordinator  
301 North Olive Avenue Suite 1001  
West Palm Beach, FL 33401-4700  
(561) 355-1617

**3a. TITLE OF THE PROGRAM**

OJJDP FY 10 Youth Gang Prevention and Intervention Program

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

**4. TITLE OF PROJECT**

Palm Beach County Criminal Justice Commission (CJC) Anti-Gang Strategy Enhancement

**5. NAME & ADDRESS OF GRANTEE**

Palm Beach County  
301 North Olive Avenue  
West Palm Beach, FL 33401

**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**

\$ 324,901

**10. DATE OF AWARD**

09/13/2010

**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)**

Youth gangs continue to have a significant adverse impact on youth, families, and communities across America. A growing number of communities have adopted multi-strategy, multi-disciplinary approaches to reducing and preventing gang activity. The OJJDP FY 2010 Youth Gang Prevention and Intervention Program provides funding for localities to replicate selected secondary gang prevention and intervention programs that are considered promising or effective. These programs must be a part of an existing community based comprehensive anti-gang initiative. This program is authorized by the Department of Justice Appropriations Act, 2010, Pub. L. No. 111-117.

The Palm Beach County Criminal Justice Commission (CJC) will enhance their existing community-based, comprehensive anti-gang strategy. The prevention and intervention component, youth empowerment centers (YECs), are located in hotspot areas (ranking 1, 2, 4, 7, 8 in delinquency referrals) within the county and will be enhanced with targeted outreach and case management to mirror the Boys and Girls Clubs Gang Prevention Through Targeted Outreach. The population is

youth at-risk of gang activity, delinquency, and violence residing in the hotspot areas identified by law enforcement, courts, school personnel or parents. The overarching goal is to reduce delinquency and gang activity by enhancing the current prevention strategy of providing 150 hours per month of pro-social activities in a socially positive format. Key outcomes include: decrease in gang-joining and violence, increase in length of youth participation; and decrease in arrests/re-arrests. Outcomes will be achieved by implementing the following enhancements: outreach and mainstreaming of 75 high-risk youth, case planning/management of the youth, and improved coordination of countywide anti-gang efforts. The CJC provides oversight and evaluation of the YECs and will ensure fidelity to the enhanced community-based, comprehensive, anti-gang strategy.

CA/NCF

DETAIL OF SALARIES AND BENEFITS

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

DETAIL OF BENEFITS

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

DETAIL OF OVERTIME PAY AND BENEFITS

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

DETAIL OF BENEFITS FOR OVERTIME ONLY

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

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS) AND UNIT COSTS

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



DETAIL OF EXPENSES

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

DETAIL OF OPERATING CAPITAL OUTLAY (OCO)

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

DETAIL OF INDIRECT COSTS

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

# Youth Violence Prevention Project Monthly Programmatic Report

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

**REPORTING MONTH:** \_\_\_\_\_

Organization: \_\_\_\_\_

Project Name: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

<b>YOUTH EMPOWERMENT CENTER</b>	
<i>Please indicate the total number of participants for the following categories:</i>	
After-school Activities	<input style="width: 100%; height: 20px;" type="text"/>
Career Academy:	<input style="width: 100%; height: 20px;" type="text"/>
Comm. Outreach Program:	<input style="width: 100%; height: 20px;" type="text"/>
Cultural Diversity Training:	<input style="width: 100%; height: 20px;" type="text"/>
Employment Services:	<input style="width: 100%; height: 20px;" type="text"/>
Job Training:	<input style="width: 100%; height: 20px;" type="text"/>
Life Skills:	<input style="width: 100%; height: 20px;" type="text"/>
Parenting Classes:	<input style="width: 100%; height: 20px;" type="text"/>
Safe School Program:	<input style="width: 100%; height: 20px;" type="text"/>
Teen Center:	<input style="width: 100%; height: 20px;" type="text"/>
Tutoring:	<input style="width: 100%; height: 20px;" type="text"/>
Mentoring:	<input style="width: 100%; height: 20px;" type="text"/>

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

<b>LAW ENFORCEMENT</b>	
<i>Please indicate the following:</i>	
<u>License Plate Identification System</u>	
Total number of identifications:	<input style="width: 100%; height: 25px;" type="text"/>
<u>Community Oriented Policing</u>	
Total number of contacts with the public:	<input style="width: 100%; height: 25px;" type="text"/>

### JUSTICE SERVICE CENTER

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

Mental Health :

Substance Abuse:

Probation Sanction:

Community Service:

Life Skills:

Social Services:

Legal Services:

Employment:

Cult. Competency Training

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


Reimbursement Request

**SUMMARY STATEMENT OF TOTAL PROJECT COSTS**

Agency:		Project #:	
Subgrantee:			
Address:		Project Title:	
Telephone:			Claim #:
Claim Period:			
Budget Category		Category Total	
Salaries & Benefits			
Other Personal / Contractual Services			
Expenses			
Operating Capital Outlay			
Unit Costs			
Total Claim Amount			
<p>I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.</p> <p>Date _____ Signed _____  <span style="margin-left: 300px;">Project Director</span></p> <p style="text-align: center;">_____                  Typed Name of Project Director</p>			

11- 0362

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 767-020811\*904

FUND 1507 - Criminal Justice Grants Fund

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 2/08/11	REMAINING BALANCE
<b>EXPENDITURES</b>								
762-7688-8101	Contributions Other Governmental Agencies	0	0	285,408		285,408	0	285,408
762-9900-9902	Operating Reserves	0	827,277		285,408	541,869	0	541,869
	<b>TOTAL EXPENDITURES</b>			<u>285,408</u>	<u>285,408</u>			

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

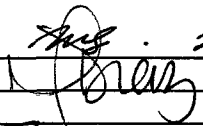
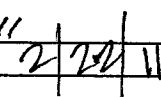
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of 3/01/11

Deputy Clerk to the  
Board of County Commissioners

 2/9/11  
 2/22/11

AD 2/11/11

Attachment 5



Department of Justice  
Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 13, 2010

Mr. Michael Rodriguez  
Palm Beach County  
301 North Olive Avenue  
West Palm Beach, FL 33401

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Congratulations, and we look forward to working with you.

Sincerely,

Laurie Robinson  
Assistant Attorney General

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Enclosures

Attachment 6