

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 05/17/2011

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: An Interlocal Agreement for \$34,590 with the City of Riviera Beach as a partner to enhance the Youth Violence Prevention Project in the targeted area from October 1, 2010, through March 31, 2012.

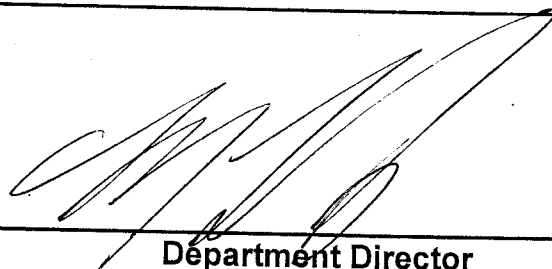
SUMMARY: The Criminal Justice Commission (CJC) is requesting the use of \$34,590 from the Department of Justice, Office of Juvenile Justice and Delinquency Prevention Grant for an enhancement of the Youth Violence Prevention Project (Project) and the City of Riviera Beach. The four other partner cities are also enhancing their Project and were approved by the BCC on March 1, 2011. There is no requirement for a match with this grant. Countywide (GB)

BACKGROUND AND JUSTIFICATION: 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.

Attachments:

- 1. Interlocal Agreement with the City of Riviera Beach (2)

Recommended by:



Department Director

4/2-11

Date

Approved By:



Assistant County Administrator

5/4/11

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$34,590	_____	_____	_____	_____
External Revenues	(\$34,590)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1507 Dept. 762 Unit 7688 Object 8101

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

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

C. Departmental Fiscal Review: *ms 4/12/11*

III. REVIEW COMMENTS

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

[Handwritten signature]
 OFMB
4/11/11
SB
4/12/11
4/13/11
4/13/11
AD

[Handwritten signature]
 Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
[Handwritten signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIS INTERLOCAL AGREEMENT is made the first day of October, 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 Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

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

WHEREAS, on December 5, 2006 the BCC approved funding to initiate partnerships with Riviera Beach, West Palm Beach and 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 \$34,590 from October 1, 2010 through March 31, 2012 for the Youth Violence Prevention Project set forth in Exhibits B and C. 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 \$34,590.

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 Gloria Shuttlesworth, Assistant City Manager whose telephone number is (561) 845-4010.

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.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports (Exhibit E) and monthly financial invoices (Exhibit F) 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, 6th Floor
West Palm Beach, FL 33401

For the CITY:

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

SECTION 11. DELEGATION OF DUTY

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

SECTION 12. FILING

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

SECTION 13. LIABILITY

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

SECTION 14. REMEDIES

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

SECTION 15. EQUAL OPPORTUNITY PROVISION

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

SECTION 16. INSURANCE BY CITY OF RIVIERABEACH

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: _____
Burt Aaronson, Chair

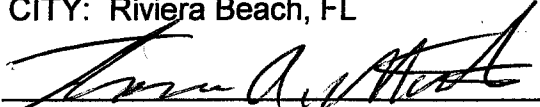
(SEAL)

~~WITNESSES~~ ATTEST:



CARRIE E. WARD, MMC, CITY CLERK

CITY: Riviera Beach, FL

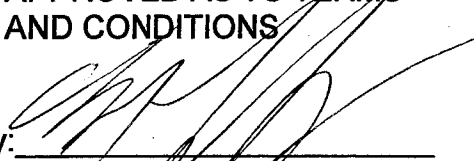


Thomas A. Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

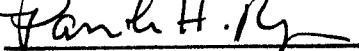
APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 

Michael L. Rodriguez, Executive Director
Criminal Justice Commission

REVIEWED FOR LEGAL SUFFICIENCY



CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 3/9/11

Exhibit A

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	
1	
SUB-TOTAL PERSONNEL	\$0
B. FRINGE BENEFITS	
SUB-TOTAL BENEFITS	
TOTAL PERSONNEL & FRINGE BENEFITS \$	
-	
C. TRAVEL/TRAINING	
1. Local mileage-1 Bridger @ 29 miles/month X .55 a mile x 18 months	
	\$290
SUB-TOTAL TRAVEL / TRAINING	
\$290	
D. SUPPLIES	
1. Office/Program Supplies @ \$100/month x 1 centers =18 months	
	\$3,000
<i>Standard office supplies and program supplies necessary to offer interest-based programs</i>	
Printing - (recruitment fliers, brochures, posters) @ \$.10/copy x 500/site x 1 sites x 18 months	
	\$ 400
SUB-TOTAL SUPPLIES \$	
3,400	
F. OTHER	
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 & 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>	
SUB-TOTAL OTHER	
\$34,590	

Exhibit A

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$ -
B. FRINGE BENEFITS	\$ -
C. TRAVEL/TRAINING	\$ 290
D. SUPPLIES	\$ 3,400
E. OTHER	\$ 30,900
TOTAL PROJECT BUDGET	\$ 34,590

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
Youth Empowerment Facility	City
Youth/Teen Advisory Council Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
Teen Center 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 st day of the month.	City
Alternative Education-Career Academy 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
Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
After-school Activities Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
Tutoring Provide after-school tutoring, including FCAT skill building.	City
Mentoring Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
Job Training and Employment Services 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
Information on Resources Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
Community Outreach 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.	
Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
Collaborative Partnerships Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
Life Skills	City
Cultural Diversity Training	City

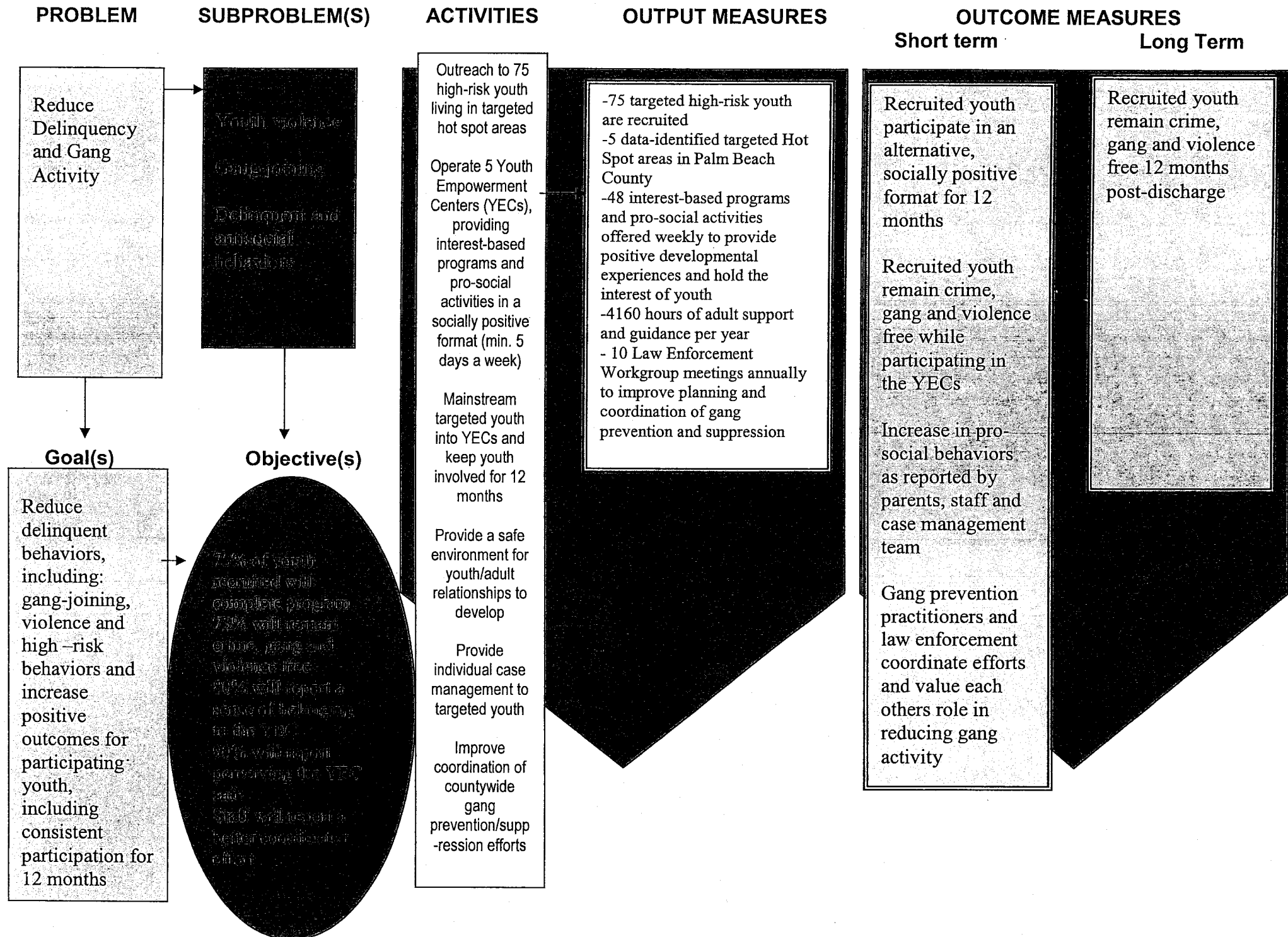


EXHIBIT
D
1 of 2



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

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

or hotline fax: (202) 616-9881

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

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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), 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.

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: _____

YOUTH EMPOWERMENT CENTER	
<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.

LAW ENFORCEMENT	
<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 _____ Project Director</p> <p style="text-align: center;">_____ Typed Name of Project Director</p>			