

**RACIAL AND ETHNIC DISPARITIES PROJECT
AGREEMENT**

1. PARTIES

This Agreement is made this ____ day of May, 2013, between the Center for Children’s Law and Policy, a nonprofit organization located at 1701 K Street, NW, Suite 1100, Washington, DC 20006, (hereinafter, “CCLP”), and the City of Gainesville Police Department, located at 413 NW 8th Avenue, Gainesville, Florida 32601, (hereinafter, “GPD”).

2. PURPOSE

This is an agreement to support activities by the GPD in Alachua County, Florida to promote the work and participation of the Disproportionate Minority Contract (DMC) Stakeholder (hereinafter, “Committee”) and the GPD in the Racial and Ethnic Disparities Reduction Project, which is funded jointly by the John D. and Catherine T. MacArthur Foundation and the federal Office of Juvenile Justice and Delinquency Prevention.

3. SCOPE OF WORK

GPD will conduct the following activities during the period of this Agreement:

- A. Formation or designation of governing or advisory body.** GPD will designate a governing or advisory body to develop, implement, and monitor activities under this Agreement. The governing/advisory body will include representatives of key stakeholder agencies and of communities impacted by the juvenile justice system. The governing/advisory body will meet at least bi-monthly and will submit minutes of meetings to CCLP. GPD has designated the Committee to serve as the governing body and to assume the responsibilities of developing and implementing activities under this Agreement.
- B. Site Leader for coordination of activities.** GPD will identify one representative as leader for project activities. The identified site leader will coordinate activities and submit required reports and other deliverables to CCLP, as set forth in this Agreement.
- C. Collection, analysis, and reporting of DMC data.** GPD will:

 - 1. Collect, analyze, and report baseline data on key decision points in its juvenile justice system, which will enable GPD to measure progress in DMC reduction as it implements reforms.
 - 2. Collect, analyze, and report, at least quarterly, basic DMC data on key decision points in the juvenile justice system.

3. Report on specific indicators of progress in implementing reforms at key decision points.

D. Development and implementation of strategic approaches to reform. GPD will work with CCLP to develop and implement at least two of four strategic approaches that have led to measurable reductions in racial and ethnic disparities in other jurisdictions. The four strategic approaches are listed below. At minimum, GPD will adopt at least one data strategy, along with one or more of the other three strategies:

1. Data Strategies - Enhanced data collection, analysis, and reporting to help drive policy and practice reforms;
2. Policy and Practice Strategies - Structured tools and protocols to facilitate objective decision-making (e.g., school discipline protocols, police booking criteria, development of detention risk assessment instruments, risk and needs assessments for adjudicated youth, or graduated response protocols for youth under supervision);
3. System Responsiveness Strategies - Improved cultural competence and responsiveness of juvenile justice services (e.g., translation of court documents into a language spoken by a significant number of youth and families in the juvenile justice system, or cultural competence and language capability improvements for key stakeholder agencies); and
4. Program Strategies - Increased capacity and improved access to programs and services that prevent deeper involvement or enhance diversionary pathways out of the juvenile justice system (e.g., early intervention/diversion programs, evening reporting centers or other alternatives to secure detention, post-adjudication placement alternatives, re-entry and aftercare services).

E. Attendance and participation at the Annual Models for Change Conference and Models for Change Cross Action Network meetings. Subject to approval by the MacArthur Foundation and availability of support funds, GPD will convene a delegation of site representatives to attend the Annual Models for Change Conference and Models for Change Cross Action Network meetings.

F. Participation in conference calls. GPD will participate in conference calls scheduled by CCLP and in calls on special topics identified by CCLP, the MacArthur Foundation or OJJDP for DMC reduction purposes.

G. Deliverables: GPD will deliver the following during the term of this Agreement:

1. Governing/Advisory Body
 - a. List of members (Due within 30 days of executing Agreement)
 - b. List of meeting dates (Due within 30 days of executing Agreement)
 - c. Minutes of meetings (Due with Annual Report)

2. Name, title and contact information (mailing address, email address, telephone and fax numbers) for the identified site leader (Due within 30 days of executing Agreement).
3. Data collection and reporting on the following:
 - a. Baseline DMC data on key decision points in the juvenile justice system (Due within 30 days of executing Agreement)
 - b. Quarterly data reports in a format to be provided by CCLP (Due June 30, September 30, December 31, 2013 and March 31, June 30, 2014).
 - c. Reports on specific indicators of progress identified by CCLP. (Due quarterly - June 30, September 30, December 31, 2013 and March 31, June 30, 2014)
4. Work plan for activities in the site during the term of this Agreement, including (a) goals, (b) activities, (c) responsible parties, (d) time line, and (e) outcome measures. (Due within 30 days of executing Agreement).
5. Budget and Budget Narrative outlining planned expenditures of grant funds in support of activities that the Committee will conduct under this Agreement.
6. Narrative Annual Report on the development and implementation of strategic approaches to reform (Due December 31, 2013).
7. Information for one article of 250-500 words for publication in CCLP's DMC e-News during the term of this Agreement. CCLP will provide substantial advance notice of the due date for the article (Due on a date to be determined by CCLP).

4. PERIOD OF AGREEMENT

The period of this Agreement is from July 1, 2012 through June 30, 2014 and is intended to have a retroactive effective date to capture services. Parties to this Agreement may extend or renew on the same terms or such other terms, as agreed upon in writing. Either party may terminate this Agreement by providing written notice of termination, which shall be effective 14 days from the date of written notice or at such later date as the terminating party may identify. In the event of termination, CCLP shall pay for expenses GPD incurred up to the date on which termination is effective.

5. COMPENSATION

A. Approved budget. The approved budget for this Agreement is \$60,000.

B. Payment. CCLP will provide a payment of \$30,000 within 30 days of receipt and approval of the GPD site work plan, which the Committee will submit as provided in Section 3(G)(4) above. CCLP will provide a second payment of \$30,000 after a period of six months,

provided that GPD makes adequate progress toward work plan goals. CCLP and GPD will determine the criteria for adequate progress for the second payment at the time that the work plan is approved.

6. RESTRICTIONS ON USE OF FUNDS

A. Source of funds. The John D. and Catherine T. MacArthur Foundation and the Office of Juvenile Justice and Delinquency Prevention have provided grant funds to CCLP to coordinate the Racial and Ethnic Disparities Reduction Project and to contract with local sites, states and consultants identified by local representatives to assist and support activities to reduce overrepresentation and racial disparities affecting youth of color in the juvenile justice system. The MacArthur Foundation and OJJDP grants to CCLP include specific restrictions on the use of grant money. Those restrictions, listed below, also apply to all funds that CCLP provides to sites, states, and consultants for Racial and Ethnic Disparities Reduction Project activities.

B. Lobbying. GPD and its agents, contractors, and partners will not use funds paid under this Agreement for any of the following purposes:

1. To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code);
2. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);
3. To make any grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the United States Internal Revenue Code;
4. To undertake any activity for any purpose other than one specified in Section 170 (c)(2)(B) of the United States Internal Revenue code; or
5. To make a grant to any individual or organization without advance approval in writing signed by the parties to this Agreement.

C. Anti-Terrorism. GPD will use all funds paid under this Agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

7. WRITTEN REPORTS

GPD will submit all written reports to Tiana Davis, DMC Policy Director, Center for Children's Law and Policy, 1701 K Street, NW, Suite 1100, Washington, DC 20006, email: tdavis@cclp.org.

8. PUBLICATIONS

GPD will furnish one copy to CCLP of any publications produced or disseminated wholly or in part with these funds. Unless otherwise approved by CCLP, all publications pertaining to activities covered by this Agreement will include the CCLP logo, Models for Change logo, the OJJDP logo and acknowledgment of the financial support from the MacArthur Foundation and OJJDP.

9. REPORTS

CCLP may include basic information about project activities in periodic public reports and in press releases. CCLP and GPD will work together to coordinate public announcements or other considerations regarding publicizing the project activities.

10. RIGHT TO DISCONTINUE FUNDING

CCLP reserves the right to discontinue or suspend funding under the following conditions. CCLP will not take such action without notifying GPD of the deficiency and allowing GPD thirty days to remedy the deficiency.

A. GPD does not submit the deliverables written reports required herein to CCLP on a timely basis and without a written explanation and request to extend the due date specified in this Agreement;

B. The deliverables do not comply with the terms of this Agreement or fail to contain adequate information to allow CCLP to determine that GPD has used funds for the purposes prescribed herein;

C. GPD has not used the funds for their intended purposes or has used them in a way that is inconsistent with the terms of this Agreement;

D. GPD has not made adequate progress on the activities in this Agreement;

11. ASSIGNMENT

This Agreement is not assignable without prior written approval by CCLP.

12. DISCLOSURE

GPD will disclose any outside activities or interests that conflict or may conflict with the best interests of CCLP. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the activities of CCLP.

13. EMPLOYEES

The provisions of this Agreement shall also bind employees, agents, contractors, and

partners of GPD who perform services under this Agreement.

14. INJURIES

GPD waives any rights to recovery from CCLP for any injuries its employees may sustain from their own negligent acts or omissions while performing services under this Agreement.

15. INDEMNIFICATION

GPD shall be liable for all claims, losses, expenses, fees including attorney fees cost and judgment arising for the negligent acts or omissions of its officials, employees or agents.

16. NOTICES

All notices required under this Agreement shall be in writing and shall be deemed delivered when delivered in person, emailed, or deposited in the United States mail, postage prepaid, addressed as follows:

GPD:

Pat Grunder
413 NW 8th Avenue
Gainesville, FL 32601
grunderpg@cityofgainesville.org

CCLP:

Mark Soler, Executive Director
Tiana Davis, DMC Policy Director
1701 K Street, NW, Suite 600
Washington, DC 20006
msoler@cclp.org
tdavis@cclp.org

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT

Parties to this Agreement may modify or amend its terms by placing the amendment in writing and obtaining the signatures of authorized officials for both parties.

19. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, thus such provision shall be deemed to be written, construed and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW

The law of the District of Columbia governs this Agreement.

22. DUE AUTHORITY

The person signing this agreement on behalf of GPD represents and warrants to CCLP that s/he has requisite legal power and authority to execute this Agreement.

PARTIES:

By: _____
Russ Blackburn
City Manager

Date: _____

By: _____
Tony R. Jones
Chief of Police

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Lee C. Libby
Assistant City Attorney II

Date: _____

By: _____
Mark Soler
Center for Children’s Law and Policy

Date: _____