

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2009

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: **PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION**

Submitted For: **PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION**

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: (a) An Interlocal Agreement for \$164,000 with the Palm Beach County Sheriff's Office (PBSO) to implement the Strategically Targeting Online Predators (STOP) Initiative for the period of October 1, 2009 to September 30, 2010; (b) a budget transfer of \$164,000 in the LLEBG ARRA Fund from operating reserves to the Sheriff's Grant Fund; and (c) a budget amendment of \$164,000 in the Sheriff's Grant Fund to establish budget for the project.

SUMMARY: Palm Beach County has received a direct award of \$1,246,822 as part of the FY2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation application. This award was received and filed by the Board of County Commissioners on October 6, 2009 as R2009-1700. The Palm Beach County Sheriff's Office (PBSO) Strategically Targeting Online Predators (STOP) Program will receive \$164,000. There is no requirement for match with the JAG funds. Countywide (DW)

BACKGROUND AND JUSTIFICATION: The purpose of the JAG Program is to provide local units of government with funds to underwrite projects to reduce crime and improve public safety. The Criminal Justice Commission (CJC) staff provides program oversight and grant administration. On April 27, 2009, the CJC members approved the recommendation made by the CJC Finance Committee for the FY2009 JAG Funds. They voted to recommend submittal of nine (9) grant program proposals. JAG funds may be expended over a 48-month period to use within general federally mandated purpose areas. The PBSO STOP program will investigate online sexual child exploitation cases by utilizing an innovative forensic software technology created by TLO, proven to identify the patterns and trends of child sexual abuse images as well as high volume traders, with the ultimate goal of arresting and prosecuting these pedophiles and rescuing children who are being victimized.

Attachments:

1. Budget Transfer (Fund 1503)
2. Budget Amendment (Fund 1152)
3. Interlocal Agreement with the Palm Beach County Sheriff's Office

Recommended by:

Department Director

Date _____

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>164,000</u>	_____	_____	_____	_____
External Revenues	<164,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

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

ARRA JAG Fund (Fund 1503)

C. Departmental Fiscal Review:

ms 10/30/09

III. REVIEW COMMENTS

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

MS
 OFMB *28* *11/10/09* *11/10/09* *11/5/09 PM* *11-509*

Ar J. J...
 Contract Dev. and Control *11/10/09*
E. Jones 11/10/09

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney *11/12/09*

C. Other Department Review:

[Signature]
 Department Director

REVISED 9/95

ADM FORM 01

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

**AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS, PALM BEACH COUNTY,
FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE,
WEST PALM BEACH, FLORIDA**

THIS AGREEMENT is entered into this _____, 2009 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

WITNESSETH

WHEREAS, the PBSO is proposing to partner with the State Attorney's Office and the privately-owned data mining company The Last One (TLO), to investigate online sexual child exploitation cases by utilizing an innovative forensic software technology created by TLO, proven to identify the patterns and trends of child sexual abuse images as well as high volume traders, with the ultimate goal of arresting and prosecuting these pedophiles and rescuing children who are being victimized; and

WHEREAS, The Criminal Justice Commission has recommended the use of Byrne Grant funds to support the partnership by providing funds for PBSO to participate; and

WHEREAS, the PBSO agrees to provide the services of two investigators under the Computer Crimes Unit, as more specifically set forth in the Scope of Work as detailed in Exhibit A of said Agreement; and

WHEREAS, the COUNTY has agreed to reimburse the PBSO from Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the salaries and benefits of two (2) Investigators under the Computer Crimes Unit; and

WHEREAS, the term of said Agreement is from October 1, 2009 through September 30, 2010; and

WHEREAS, the grant will be used to pay for two investigators to be assigned full time to the Computer Crimes Unit to work specifically on the Strategically Targeting On-line Predators (STOP) Initiative and the parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant; and

WHEREAS, the COUNTY will reimburse PBSO for the expenses outlined in Exhibit B, up to the amount of \$164,000 from October 1, 2009 through September 30, 2010.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PBSO agree as follows:

SECTION 1. PURPOSE

- A. The PBSO agrees to hire two investigators to be assigned full time to the TLO facility and the STOP Initiative as further described in Exhibit A, in an amount not to exceed One Hundred Sixty-four Thousand Dollars (\$164,000). This is a reimbursable grant and funds will be provided once claims are submitted and approved.

This Agreement shall be effective as of the first day of October, 2009 and shall terminate the thirtieth day of September, 2010, unless otherwise terminated or extended as herein provided.

- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for the salaries and benefits of two investigators. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, Finance Division. Invoices to the County shall include a reference to this Agreement, identify the project and identify the amount due and payable to the PBSO. Invoices received from the PBSO will be reviewed and approved by the COUNTY'S CJC Executive Director or designee, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.
- C. The PBSO will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the Byrne/JAG requirements and the outputs and performance measures described in Exhibit A.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. Both the COUNTY and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.
- B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party's representative/liaison and attached to the original Agreement.

SECTION 3. LIABILITY

- A. The COUNTY, as a political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 4. TERMINATION

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party. Notwithstanding, if the COUNTY terminates this Agreement pursuant to this provision and PBSO has purchased, or has ordered and is obligated to pay for, the salaries and benefits specific to the two investigators for the STOP Initiative, the COUNTY shall reimburse PBSO for such salaries and benefits pursuant to Section 1(B) of this Agreement.

SECTION 5. NOTICE AND CONTACT

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Attention: Michael L. Rodriguez

with a copy to: County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401
Attention: Dawn Wynn

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
Attention: Ric Bradshaw

with a copy to: George Forman, CFO
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SECTION 6. VENUE

The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 7. 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 8. 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 PBSO.

SECTION 9. EQUAL OPPORTUNITY PROVISION

The COUNTY and PBSO 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 10. CRIMINAL HISTORY RECORDS CHECK

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

SECTION 11. REGULATIONS; LICENSING REQUIREMENTS

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO 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 12. INVALIDITY OF CLAUSES

The invalidity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 13. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the Sheriff has executed this Agreement on behalf of the PBSO on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

Signature

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
~~John F. Koons~~, Chairman

PALM BEACH COUNTY
SHERIFF'S OFFICE:

By: _____
Ric Bradshaw, Sheriff

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director

Exhibit A

Scope of Work

The Palm Beach County Sheriff's Office (PBSO) is proposing to partner with the State Attorney's Office and the privately-owned data mining company The Last One (TLO), to investigate online sexual child exploitation cases by utilizing an innovative forensic software technology created by TLO, proven to identify the patterns and trends of child sexual abuse images as well as high volume traders, with the ultimate goal of arresting and prosecuting these pedophiles and rescuing children who are being victimized.

Thus, PBSO is requesting grant funds to hire two additional investigators who will be assigned full-time to the TLO facility and equipped with the necessary technological and forensic tools to thoroughly investigate all crimes of child exploitation involving the use of computers to store, generate, alter, or transmit data or pictures. The investigators will work closely with the State Attorney's Office, to conduct follow-up investigations; interview victims, suspects, and witnesses extensively; obtain arrest and search warrants; coordinate investigative efforts with outside agencies; plan surveillances and other sting operations.

Outputs:

- 1) Number of new positions created.
- 2) Number of investigations initiated.
- 3) Number of victims assisted.
- 4) Percent increase in arrests.

Performance/Outcome Measures:

- 1) 60% of investigations will lead to prosecutable arrests within six months
- 2) 60% of arrests will result in successful convictions within one year

The Palm Beach County Sheriff's Office Computer Crimes Unit will collect and track project data related to the number of forensic investigations and arrests through a database or excel tracking system. The arrest and conviction data will be compared to prior year arrests and convictions, to assess the effectiveness/impact of hiring more investigators to reduce child exploitation crimes via the internet. The evaluation will also demonstrate whether the quantifiable performance/outcome measurement indicators as noted above were met.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 767-102309*231

FUND 1503 - JAG LLEBG ARRA

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 10/30/09	REMAINING BALANCE
<u>EXPENDITURES</u>								
820-7675-9020	Transfer to PBSO Grants Fund 1152	0	0	164,000		164,000	0	164,000
762-9900-9902	Operating Reserves	1,030,822	1,030,822		164,000	866,822	0	866,822
<u>TOTAL EXPENDITURES</u>				<u>164,000</u>	<u>164,000</u>			

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date



11/2/09

By Board of County Commissioners
At Meeting of 11/17/09

Deputy Clerk to the
Board of County Commissioners

10-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriffs Grants Fund

BGEX 767-102309*232
BGRV 767-102309*50

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 10/31/09	REMAINING BALANCE
REVENUES								
<u>Strategically Targeting Online Predators (STOP) Grant</u>								
160-2169-8093	Tr fr Fund 1503	0	0	164,000	0	164,000		
<u>TOTAL REVENUES</u>		805,398	805,398	164,000	0	969,398		
EXPENDITURES								
<u>Strategically Targeting Online Predators (STOP) Grant</u>								
160-2169-9498	Tr to Fund 1902	0	0	164,000	0	164,000		
<u>TOTAL EXPENDITURES</u>		805,398	805,398	164,000	0	969,398		

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

[Signature]

11/2/09

By Board of County Commissioners
At Meeting of 11/17/09

Deputy Clerk to the
Board of County Commissioners