

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: May 1, 2012**

**[X] Consent [ ] Regular**  
**[ ] Ordinance [ ] Public Hearing**

Department

**Submitted By:** PUBLIC SAFETY

Submitted For: Victim Services Division

## I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **RECEIVE AND FILE** an agreement with the Office of the State Attorney, Fifteenth Judicial Circuit (SAO15) in the amount of \$57,184.56 for the period of March 28, 2012 through September 30, 2013 to provide services of a specialized investigator to conduct criminal investigations of sexual assault cases with adult victims and Level 1 (serious) domestic violence cases.

**Summary:** On January 24, 2012, the Board of County Commissioners approved the acceptance of the Department of Justice, Office of Violence Against Women (OVW) Fiscal Year 2011 Grant to Encourage Arrest Policies and Enforcement of Protection Orders Program (#2011-WE-AX-0027) in the amount of \$906,949 with no County matching funds required. Of the \$906,949 in grant funding, \$57,184.56 will be used to enter into an agreement with the SAO15 to provide investigatory work conducting criminal investigations of cases involving sexual assault with adult victims and Level 1 (serious) domestic violence cases. R2012-0183 authorized the County Administrator or his designee to execute contracts and amendments utilizing funding from the Department of Justice, Office on Violence Against Women on behalf of the Board of County Commissioners. **Countywide (PGE).**

**Background and Justification:** A specialized Investigator (non-County), who will be hired and managed by the State Attorney's Office, will be responsible for investigatory work conducting criminal investigations into cases involving sexual assault cases with adult victims and Level 1 (serious) domestic violence cases. An employee in this position conducts investigations of domestic violence cases where serious injury or trauma has occurred and/or when minor children are witnesses (Level1) and sexual assault cases with adult victims including those of sexual battery (stranger, acquaintance and domestic), attempted murders, violent deaths. Duties include the conduct of such investigations as part of the Sexual Assault Response Team, preparing reports and findings, and making arrests on probable cause with or without search or arrest warrants. Work is performed under the general supervision of a higher level agency official and is reviewed through personal contacts and written reports for achievement of desired results.

**Attachments:**

- ## 1. Office of the State Attorney, Fifteenth Judicial Circuit Agreement

**Recommended by:**

**Department Director**

**Date**

**Approved by:**

Assistant County Administrator

**Date**

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	<u>57,185</u>				
External Revenues	<u>(57,185)</u>				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In FY 2012 Budget? Yes X No \_\_\_\_\_  
 Budget Acct No. : Fund 1426 Department 662 Unit 3295 Object 3401  
 Fund1426 Department 662 Unit 3295 Source 3429

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

Funding for this contract is 100% grant funded by the Department of Justice, Office of Violence Against Women.

Fund: 1426 – Public Safety Grants  
 Unit: 3295 – GTEA Grant to Encourage Arrest 2011-WE-AX-0027

C. Departmental Fiscal Review: Stephanie Sepre 4/2/12

## III. REVIEW COMMENTS

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

OFMB N. Diaz 4/9/2012 Ann J. Jones 4/16/12  
4/15/12 4/15/12  
 Contract Administration  
 4-16-12 B. B. B.

### B. Legal Sufficiency:

Barbara E. Eddley 4/17/12  
 Assistant County Attorney

### C. Other Department Review:

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

This summary is not to be used as a basis for payment.

**INVESTIGATIVE SERVICES AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE OFFICE OF THE STATE ATTORNEY-15<sup>TH</sup> CIRCUIT**

**THIS AGREEMENT** is made and entered into this 28 day of March, 2012, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of Commissioners hereinafter referred to as COUNTY, and the Office of the State Attorney, Fifteenth Judicial Circuit, a Florida Constitutional Officer, hereinafter referred to as SAO15 whose Federal I.D. is 65-1150231.

In consideration of the mutual promises contained herein, the COUNTY and the SAO15 agree as follows:

**ARTICLE 1 - SERVICES**

The SAO15's responsibility under this agreement is to provide the services of a State Attorney Investigator to be assigned to the Special Victims Unit concentrating on sexual assault cases and the work of the rapid response team and as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this Agreement shall be Nicole Bishop, telephone no. 561-355-1723.

The SAO15'S representative/liaison during the performance of this Agreement shall be Jeanne Howard, telephone no. 561-355-7272.

**ARTICLE 2 - SCHEDULE**

The term of this Agreement is from April 1, 2012 to September 30, 2013.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

**ARTICLE 3 - PAYMENTS TO SAO15**

The total amount to be paid by the COUNTY under this Agreement for reimbursement for State Attorney Investigator's services shall not exceed a total amount of fifty seven thousand one hundred eighty four dollars and fifty six cents (\$57,184.56). The SAO15 will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered within the Scope of Work.

- B. Invoices received from the SAO15 pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days

following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the SAO15 will clearly state "final invoice" on the SAO15's final/last billing to the COUNTY. This shall constitute SAO15's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SAO15.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by the SAO15 shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the SAO15's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

The Agreement may be terminated by EITHER PARTY upon sixty (60) days' prior written notice.

This Agreement and all obligations of the County and SAO15 are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners (for COUNTY) and the Florida Legislature (for SAO15).

#### **ARTICLE 6 - INSURANCE**

The COUNTY accepts the coverage limits the SAO15 has as a state agency. Said limits are set by law and managed through the Department of Financial Services, Division of Risk Management, State of Florida. Attach as Exhibit C1-4.

#### **ARTICLE 7 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any 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, 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.

#### **ARTICLE 8 - CONFLICT OF INTEREST**

The SAO15 represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The SAO15 further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SAO15 shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SAO15'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SAO15 may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SAO15. The COUNTY agrees to notify the SAO15 of its opinion by certified mail within thirty (30) days of receipt of notification by the SAO15. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SAO15, the COUNTY shall so state in the notification and the SAO15 shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SAO15 under the terms of this Agreement.

#### **ARTICLE 9 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The SAO15 shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SAO15 and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made

herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

#### **ARTICLE 10 - CONTINGENT FEES**

The SAO15 warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SAO15 to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SAO15, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 11 - ACCESS AND AUDITS**

The SAO15 shall maintain adequate records to justify all charges incurred providing this service for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SAO15's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SAO15, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 12 - NONDISCRIMINATION**

The SAO15 warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

### **ARTICLE 13 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 14 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Nicole Bishop  
205 North Dixie Hwy  
Suite 5.1100  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

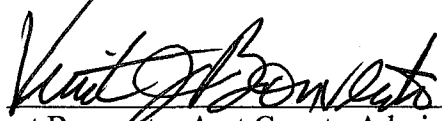
If sent to the SAO15, notices shall be addressed to:

Jeanne D. Howard  
401 No. Dixie Hwy.  
West Palm Beach, FL 33401

**THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

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 SAO15 has hereunto set its hand the day and year above written.

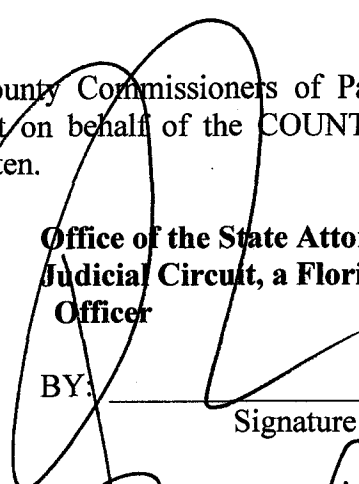
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

BY:   
Vincent Bonvento, Asst County Administrator  
Director of Public Safety

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY:  3/29/12  
Assistant County Attorney

**Office of the State Attorney, Fifteenth  
Judicial Circuit, a Florida Constitutional  
Officer**

BY:   
Signature

Peter Antonacci  
Agency's Signatory Name

\_\_\_\_\_  
Agency's Signatory Title/Seal  
(Type or Print)



**SCOPE OF WORK**

**BACKGROUND**

Palm Beach County Victim Services and Rape Crisis Center, in conjunction with the Office of the State Attorney, Aid to Victims of Domestic Abuse (AVDA) and Palm Beach County Sheriff's Office, received a grant from the Office of Violence Against Women which seeks to assist in holding offenders accountable for their criminal behavior by centralizing and coordinating dedicated teams comprised of law enforcement, prosecutors, advocates and medical providers to respond to crimes of sexual assault, domestic violence, dating violence and stalking. This collaborative effort will improve crisis responses, investigations, forensic medical care, prosecutions and services for victims. Overall project goals will be achieved through establishing centralized and coordinated responses by criminal justice professionals to sexual assault and domestic violence related cases; developing and implementing stronger policies towards arrest and prosecution of these violent offenders; establishing Sexual Assault Response Teams (SART) and a Sexual Assault Nurse Examiner (SANE) program; and providing specialized training for personnel focusing on the immediate needs of sexual assault and domestic violence victims in the medical, civil, and criminal justice systems.

A specialized Investigator, who will be hired and managed by the State Attorney's Office, will have the following scope of work:

**STATE ATTORNEY'S OFFICE  
OVW SART PROJECT INVESTIGATOR II**

**DISTINGUISHING CHARACTERISTICS OF WORK**

This is responsible investigatory work conducting criminal investigations into cases involving sexual assault cases with adult victims and Level 1 (serious) domestic violence cases. An employee in this position conducts investigations of domestic violence cases where serious injury or trauma has occurred and/or when minor children are witnesses (Level 1) and sexual assault cases with adult victims including those of sexual battery (stranger, acquaintance and domestic), attempted murders, violent deaths. Duties include the conduct of such investigations as part of the Sexual Assault Response Team, preparing reports and findings, and making arrests on probable cause with or without search or arrest warrants. Work is performed under the general supervision of a higher level agency official and is reviewed through personal contacts and written reports for achievement of desired results.

**EXAMPLES OF WORK PERFORMED**

May respond to cases of sexual assault with the Project's Sexual Assault Response Team;  
May conduct investigations of sexual assault and domestic violence cases;  
May assist local and state law enforcement agencies in conducting investigations;  
May evaluate evidence of investigations; prepare reports and findings;  
May make arrests on probable case with or without search warrants, including pursuit, apprehension and arrest of violators of criminal activities;

May testify in court on sexual assault and domestic violence cases;  
May attend case staffing and assist with case management through final disposition;  
May attend the SART meetings scheduled monthly and professional trainings specific to SART.

**MINIMUM TRAINING AND EXPERIENCE**

Graduation from standard high school and five years of sworn investigative or sworn law enforcement experience;

Successful completion of college course work may be substituted at a rate of 30 semester hours or 45 quarter hours on a year-for-year basis for a maximum of four years of the required experience;

Possess a State of Florida, Division of Criminal Justice, Standards and Training Certificate, and meet the requirements of Section 943.13, Florida Statutes;

An equivalency diploma issued by a state department of education of the United States Armed Forces Institute, or a qualifying score on the Division of Personal Education Attainment Comparison Test may be substituted for high school graduation.

**RETIREMENT CATEGORY**

Employees assigned to this class who are qualified to be a member of the Florida Retirement system and certified as indicated above will be assigned to the Special Risk Retirement Category.

Re-employed retirees who retired from the Special Risk Retirement category and who are certified as indicated above cannot be assigned to the Special Risk Retirement category pursuant to section 121.122, F.S. They must be assigned to the Re-employed Retiree employee class (RA/QA).

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS**

<b>Service</b>	<b>Unit Type</b>	<b>Billing Rate</b>	<b>Number</b>	<b>Amount</b>
Investigative Services	1 hour	\$28.34	2017.80 hours	\$57,184.56

Payment shall be reimbursed based on the above hourly rate.