Agenda Item #: 3X/

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Ma	rch 10, 2015	[X] []	Consent Ordinance	[]	Regular Public Hearing
Department: Submitted By: Submitted For: =========	Department of Department of Division of Vict	Public Safe	ety		========

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Receive and File an executed interlocal agreement for investigative services with the Office of the State Attorney, Fifteenth Judicial Circuit (SAO15) in the amount of \$30,000.00 for the period of October 1, 2014 through September 30, 2017 to provide services of investigatory work conducting criminal investigations in cases involving sexual assault with Level 1 (serious) adult victims and domestic violence cases.

Summary: On October 21, 2014 the board approved the Department of Justice, Office on Violence Against Women (OVW), Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (GTEA) (2014-WE-AX-0011) in the amount of \$900,000.00 for the period of October 1, 2014, through September 30, 2017. Palm Beach County Victim Services and Rape Crisis Center, along with four non-profit and governmental project partners including the SAO15, received this grant to expand the capacity of the Sexual Assault Response Team to respond to victims, improve investigation and prosecution of sexual assault cases, and improve judicial handling of cases with a focus on underserved populations to include communities of color and persons with disabilities. On October 21, 2014 (R 2014-163), authorized the County Administrator or his designee to execute future applications, awards, contracts and amendments/modifications utilizing funding from the Department of Justice, office on Violence Against Women on behalf of the Board of County Commissioners. **Countywide (DW)**

Background and Justification: The project's objectives aim to strengthen the link between law enforcement and prosecutors and increase representation of law enforcement and cultural/population specific providers serving on the Sexual Assault Response Team. Achieving these objectives will assist with increasing arrests, successful prosecution, and ultimately holding more offenders accountable. Funding for this project will be used to: 1) expand the capacity of our Sexual Assault Response Team to respond to victims; 2) improve investigation and prosecution of sexual assault cases and the appropriate treatment of victims; 3) improve judicial handling of cases; 4) increase support for underserved populations; and 5) enhance and maintain services to victims of sexual assault, domestic violence, dating violence and stalking.

II. <u>FISCAL IMPACT ANALYSIS</u>

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures Operating Costs	\$10,000	\$10,000	\$10,000		
External Revenues	(\$10,000)	(\$10,000)	(\$10,000)		
Program Income (County)					
In-Kind Match (County)	-				
Net Fiscal Impact	0	0	0		
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0	0	0	0
ls Item Included In Current	t Budget? Ye	es <u>X</u> No	o		
Budget Account Exp No: F	und <u>1426</u> Dep Fund <u>1426</u> De	artment <u>662</u> Ui	nit <u>3295</u> Objec	t <u>3401</u>	•
Fund: 1426- Public Unit: 3295-GTEA-GI Grant: OVW- GTEA- Departmental Fiscal Revie	rant to Encoura Grant to Enco	age Arrest urage Arrest	nōrg rs		
A. OFMB Fiscal and/or Co OFMB B. Legal Sufficiency: Assistant County And C. Other Department Review	13/15 15/5/storney	d Control Com	ments: Contract Adn 2-3-15 Bu	autou 2 ninistration heeler	14/15
Department Direct	tor				

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

INTERLOCAL AGREEMENT FOR INVESTIGATIVE SERVICES BETWEEN PALM BEACH COUNTY AND THE OFFICE OF THE STATE ATTORNEY-FIFTEENTH JUDICIAL CIRCUIT

THIS INTERLOCAL AGREEMENT hereinafter referred to as contract, is made as of this day of following, 2015, 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, authorized to do business in the State of Florida hereinafter referred to as the ENTITY (including, but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 65-1150231.

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

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide additional services of a State Attorney Investigator primarily on adult sexual battery cases 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 <u>Nicole</u> <u>Bishop</u>, telephone no. <u>561-355-1723</u>.

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

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on October 1, 2014 and complete all services by September 30, 2017. The parties agree that the ENTITY will be entitled to payment for services rendered beginning on October 1, 2014, notwithstanding the date the contract is executed by the Board of County Commissioners or its designee.

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

ARTICLE 3 - PAYMENTS TO ENTITY

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of <u>Thirty Thousand Dollars (\$30,000)</u>. The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not

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to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed N/A Dollars (\$N/A), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.0611 Florida Statutes.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the ENTITY will clearly state "<u>final invoice</u>" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'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 ENTITIES. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

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ARTICLE 5 – TERMINATION

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

This Contract and all obligations of the COUNTY and the ENTITY 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-PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereinunder shall be performed by the ENTITY or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A" must be made know to the COUNTY'S representative.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7- FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8-AVAILABILITY OF FUNDS

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

This Contract and all obligations of the COUNTY and the ENTITY are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County

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Commissioners (for COUNTY) and the Florida Legislature (for SAO15).

ARTICLE 9 - INSURANCE

Without waiving the right to sovereign immunity as provided by s. 768.28 F.S., ENTITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

The COUNTY accepts the coverage limits the ENTITY 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.

ARTICLE 10- INDEMNIFICATION

To the extent allowed by law, the ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the ENTITY.

ARTICLE 11-LIABILITY

The parties to this INTERLOCAL 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.

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ARTICLE 12- SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns to the other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 14 - CONFLICT OF INTEREST

The ENTITY 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 ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY 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 ENTITY under the terms of this Contract.

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ARTICLE 15- EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to BOTH PARTIES' rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16- ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY 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 Contract.

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 ENTITY 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 Contract 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 Contract and the consummation of the transactions contemplated hereby.

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Notwithstanding any other provision in this Contract, 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 18- CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract 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 ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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 ENTITY'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 Contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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 20 - NONDISCRIMINATION

The ENTITY 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, or genetic information.

ENTITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if ENTITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to

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ARTICLE 21-AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, BOTH PARTIES certify that it, its affiliates, suppliers, subcontractors and ENTITY's who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - NOTICE

All notices required in this Contract 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:

Vincent Bonvento, Director Department of Public Safety 20 South Military Trail West Palm Beach, FL 33415

With copy to:

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

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

Jeanne D. Howard, Executive Director/ASA

State Attorney's Office, Fifteenth Judicial Circuit
401 No. Dixie Highway.

West Palm Beach, FL 33401

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

By

PALM BEACH COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS

OFFICE OF THE STATE ATTORNEY FIFTEENTH JUDICIAL CIRCUIT,

A Florida Constitutional Officer

Name (Type or Print)

Securive Director

Title

By: What How No Wincest Bonvento

Solvento Director of Public Safety

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Niver Bishop
Division Director

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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), Destiny by Choice and the Coalition for Independent Living Options, 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. The following critical and long-range goals will be addressed and accomplished by these dedicated participants: increasing SART participation; improving investigation and prosecution; improving judicial process for targeted cases; and increasing support for persons of color and those with disabilities. Agency partners will accept all "special conditions" as set forth in the OVW grant.

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 (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.

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.

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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).

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EXHIBIT "B"

SCHEDULE OF PAYMENTS

Service	Unit Type	Billing Rate	# of units	Amount	
Investigative Service	s 1 hour	\$28.34	1,058.57	\$30,000	
Payment shall be reimbursed based on the above hourly rate.					
TOTAL CONTRAC	T AMOUNT N	OT TO EXCEED:		\$30,000	

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religious creed, color, national origin or ancestry, genetic information or any other law or ordinance or regulation.	basis protected by federal, state or local
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The State Attorney's Office in accordance with federal, state and local laws provides a work environment that is free from discrimination, including harassment. The State Attorney's policy prohibits discrimination or harassment because of race,