

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	\$42,000				
External Revenues	(3,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$39,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 3270 Object 3401
 Fund 1426 Department 662 Unit 3230 Object 3401
 Rev No: Fund 1426 Department 662 Unit 3230 Object 3429

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

Fund/Unit: General Fund/Victim Services
 Amount: \$39,000

Fund/Unit: Pubic Safety Grants/Sexual Violence Grant
 Amount: \$3,000

Total: \$42,000

Departmental Fiscal Review: Stephanie Deprihe

III. REVIEW COMMENTS

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

[Signature] 10/18/11
 OFMB
 10/17/11 10/17/11

[Signature] 10/21/11
 Contract Administration

B. Legal Sufficiency:

[Signature] 10/21/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 29 day of September, 2011, 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 the COUNTY, and 211 Palm Beach/Treasure Coast, Inc., a non-profit agency authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 23-715-3017.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of over the phone emergency crisis counseling services through the Violent Crime Rape Crisis Hotline, as more specifically set forth in the attached Exhibits. (Exhibit A, Scope of Work; Exhibit C, Office Boundaries for Client Referrals; Exhibit D, Procedures; Exhibit E, Client Intake Form)

The COUNTY'S representative/liaison during the performance of this Contract shall be Nicole Bishop, Director of Victim Services telephone no. 561-355-6049.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Susan K Buza, Executive Director, telephone no. 561-533-1099.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2011 and complete all services by September 30, 2012.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. 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 Forty Two Thousand Dollars (\$42,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT 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 CONSULTANT 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 (Not Applicable) (\$ 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 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the

COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S key personnel, as may be listed in Exhibit "A," must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - 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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 9 - 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.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability.** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability.** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the

“retroactive date” of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

Additional Insured. CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation.** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance.** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY’S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Public Safety Department
Director of Finance and Administrative Service
20 S Military Trail
West Palm Beach, FL 33415

H. **Umbrella or Excess Liability.** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- I. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT 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 Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

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.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

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 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 21 - NONDISCRIMINATION

The CONSULTANT 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 22 - AUTHORITY TO PRACTICE

The CONSULTANT 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 23 - 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 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify

the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - 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, Assistant County Administrator
Public Safety Department
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

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

Susan Buza, Executive Director
211 Palm Beach/Treasure Coast, Inc.
P.O. Box 3588
Lantana, FL 33465

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

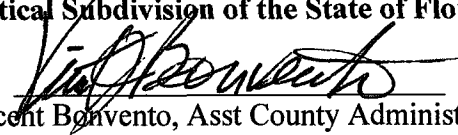

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges 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 COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS


The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

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 CONSULTANT 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: 
Assistant County Attorney


211 Palm Beach/Treasure Coast, Inc.

BY: 
Signature


Susan K. Buza
Agency's Signatory Name

Executive Director
Agency's Signatory Title
(Type or Print)

WITNESSES:


Signature

Jennifer Weldon
Name (Type or Print)


Signature

Mindy Gonzalez
Name (Type or Print)

EXHIBIT A
SCOPE OF WORK/SERVICES

Victim Services Violent Crime Rape Crisis Hotline

211 Palm Beach/Treasure Coast, Inc. shall provide immediate telephone rape crisis/violent crime intervention services twenty-four (24) hours per day, seven (7) days per week on (866) 891-7273 (RAPE) and (561) 833-7273 (RAPE), the rape crisis/violent crime hotlines.

211 Palm Beach/Treasure Coast, Inc. will work together with Palm Beach County's Division of Emergency Management and provide the residents of Palm Beach County with simplified resident access to information during community emergencies through the use of 211, improved centralized rumor control, and improved effectiveness of information management and distribution via the use of trained 211 hotline staff.

211 Palm Beach/Treasure Coast, Inc. Responsibilities:

During the following specific time periods, 211 Palm Beach/Treasure Coast, Inc. fully trained sexual violence hotline staff and/or volunteers shall answer the (866) 891-7273 (RAPE) or (561) 833-7273 (RAPE) hotlines, 24 hours a day, 7 days a week including County holidays. The hotline staff shall always answer the phone line by saying "Violent Crime Rape Crisis Hotline, how may I help you?"

If the call is from a victim or a surviving family member, the hotline staff shall utilize active listening skills to:

- Establish rapport
- Ensure Safety only if you feel it is an immediate issue-may not be appropriate for some calls, especially if a delayed sexual assault
- Identify the Problem
- Reflect feelings
- Explore Alternatives, Provide Referrals
- Demonstrate professional knowledge of issues related to sexual assault
- Provide information about available services and resources:
- Inform caller that the rape crisis hotline is available 24/7 and encourage person to call back if needed.

If the call is from a victim already connected with Victim Services and it is not a crisis call, the hotline staff shall take the client information for the 211 call report and provide the client with the appropriate Victim Services office number. If unable to determine which office, provide client with the central office number, 2418. If the victim is in crisis, regardless of time of day, the hotline staff shall assess the crisis, provide crisis intervention, and fax the VS Client Intake Form, incorporated herein as Exhibit E, to the appropriate office according to office boundaries incorporated herein as Exhibit C. If unable to determine which office, fax to the central office, (561) 355-2757, for follow-up.

Any hotline staff answering the hotline shall complete 30 hours of Florida Council Against

Sexual Violence Advocacy Core Training within 30 days of starting to provide the services as well as a minimum of four (4) hours of on-the-job training and a minimum of six (6) hours of ongoing sexual violence training to be completed annually. Incorporated into this training will be hotline scenarios that will prepare staff for the FCASV monitoring reports.

All hotline staff shall be familiar with the dynamics of sexual violence, relevant community resources and crisis intervention techniques and have an understanding of how medical, legal and social services respond to victims of sexual violence.

All hotline staff shall be supervised by a staff person, who has completed the required training and has at least one year of relevant experience.

All hotline staff shall document each intake into the 211 Database and on the VS intake sheet Exhibit E. The intake sheet will be faxed to the appropriate office according to office boundaries or to the central office, fax number (561) 355-2757, each day by 9:00 a.m.

211 Palm Beach/Treasure Coast, Inc. shall provide Victim Services with a monthly call report no later than the 5th of each month that documents all calls received, specifically identifying services provided and, if a sexual assault, providing the type of sexual assault call, category 1,2,3 or 4 incorporated herein as Exhibit D, section 10.

Revised 4/22/11 SR

**EXHIBIT B
SCHEDULE FOR PAYMENT**

Service/Program: Victim Services Violent Crime Rape Crisis Hotline

Contract Period: October 1, 2011 through September 30, 2012.

<u>MONTH OF</u>	<u>YEAR</u>	<u>AMOUNT</u>
OCTOBER	2011	\$3,500.00
NOVEMBER	2011	\$3,500.00
DECEMBER	2011	\$3,500.00
JANUARY	2012	\$3,500.00
FEBRUARY	2012	\$3,500.00
MARCH	2012	\$3,500.00
APRIL	2012	\$3,500.00
MAY	2012	\$3,500.00
JUNE	2012	\$3,500.00
JULY	2012	\$3,500.00
AUGUST	2012	\$3,500.00
SEPTEMBER	2012	\$3,500.00
Total Not to Exceed		\$42,000.00



Exhibit C

Victim Services Office Boundaries for Client Referrals and Crisis Field Responses During Regular Business Hours 8:00 a.m. to 5:00 p.m.

<p>SOUTH OFFICE: (561) 274-1500 ☎ South side of Lantana Road to Southern Palm Beach County Line</p>
<p>CENTRAL OFFICE: (561) 355-2418 ☎ North side of Lantana Road to South side of 45th Street & South of Orange Blvd. to 20 Mile Bend</p>
<p>GLADES OFFICE: (561) 996-4871 ☎ All of Belle Glade, Pahokee, and South Bay</p>
<p>NORTH OFFICE: (561) 624-6648 ☎ North of 45th Street to Northern Palm Beach County line & North side of Orange Blvd to Northern end of County</p>

After hours 5:00 p.m. to 8:00 a.m., weekends and holidays: Refer to monthly schedule

Victim Service's Staff Contact Numbers: Staff personal numbers should not be distributed to the public. The main office numbers (mentioned above) are the only numbers to be provided in any given scenario. However, when medical follow up care is needed, the **Sexual Assault Care Coordinator, Liisa Spinello's cell number, (561) 310-1054, may be given to clients.**

FAX PHONE NUMBERS ☎ Victim Services Offices

Office	Fax Number	Boundaries
South	(561) 274-1511	Southern end of County to South side of Lantana Road
Central	(561) 355-2757	North side of Lantana Road, to South of 45 th
		South side of Orange Blvd. to 20 Mile Bend
Belle Glade	(561) 992-1204	All of Belle Glade, Pahokee, and South Bay
North	(561) 624-6570	North of 45 th Street to Tequesta
		North side Orange Blvd to 20 Mile Bend Northern end of County

EXHIBIT D



**Palm Beach County Victim Services
Violent Crime Rape Crisis Hotline**

**Procedures for Palm Beach 211
Certified Hotline Advocates**

Each call into the 833-7273 hotline is answered by a certified rape crisis counselor who has completed the 30 hour FCASV ACT training, 4 hours on-the-job training, and 6 hours annually of on-going sexual violence training.

1. Answer the hotline within three rings: "Violent Crime Rape Crisis Hotline, how may I help you?"
2. Do not transfer call to another number, nor place caller on hold, nor ask to be called back unless the situation is an exceptional emergency that is clearly explained to the caller who gives permission.
3. If caller is law enforcement or hospital requesting the assistance of a victim advocate
 - *During business hours, refer to attached office boundary guidelines and contact the appropriate office*
 - *After hours, weekends, holidays, please use the following procedures:*
 - ✓ Obtain the caller's name, summary of situation and best call back number.
 - ✓ Refer to the daily "crisis field response" schedule. If shift advocate is scheduled, call work number first and then cell. If backup or duty supervisor is needed, first call cell number.
 - ✓ If no answer, leave a message stating you are trying to reach the person and will try their home.
 - ✓ If no response **within 10 minutes**, call the duty supervisor immediately and provide information about the caller's request.

Please note: Provide general office telephone numbers to any caller but do not provide any caller with the Advocate or Duty Supervisors' personal contact numbers. Exception: when medical follow up care is needed, the cell number for the Sexual Assault Care Coordinator, Liisa Spinello, may be given to clients, (561) 310-1054.

4. If caller is from PBSO stating they have a **Level One Domestic Violence Case**, follow procedures in #3. (See D.A.R.T. attachment for additional information.)

5. If caller is from PBSO stating they have a **Level Two Domestic Violence Case**, advise the Deputy to call their Domestic Assault Hotline, 688-4179, for assistance and/or to leave victim contact information for their PBSO Advocates.

In order to meet the FCASV monitoring criteria, the following is a guideline for hotline staff to use when answering sexual assault related calls.

6. If caller is a victim or calling on behalf of the victim, utilize the following crisis intervention guidelines and allow caller to talk. Use your active listening skills:
 - a) Establish rapport – relationship building begins with “hello, how can I help you?” and lasts throughout the call. Set the stage for effective crisis intervention. Don’t interrupt or rush the caller. Maintain focus. Use open-ended questions to better understand their needs.
 - b) Ensure Safety only if you feel it is an immediate issue - may not be appropriate for some calls, **ESPECIALLY IF DELAYED SEXUAL ASSAULT.**
 - c) Identify the Problem - A good assessment will prepare for better options. Make at least one statement that reflects reason for call. Gain a deeper understanding “You’re going through so much. What would you say is your biggest concern today?” Ask for accuracy. “Have I understood you? Did I get that right? Did I forget anything?” Demonstrate cultural awareness/sensitivity to the caller’s unique needs.
 - d) Reflect feelings - use a response lead such as “right now you feel...” “sounds like you are feeling...” Professionally identify the caller’s feelings (sad, ashamed, worried).
 - e) Explore Alternatives. Provide Referrals - Avoid giving advice or I&R that doesn’t reflect what caller wants. Identify caller’s strengths and support system that contribute to options: “What have you done in the past when you felt like this?” Generate more than one option. Summarize the options discussed.
 - f) Safety: Listen to caller before exploring safety. Take time to assess safety and ask questions if you are concerned. Handle safety issues appropriately.
 - g) Demonstrate professional knowledge of issues related to sexual assault: identify the effects and reactions to sexual assault; validate caller’s personal experience; avoid judgment, shock or disapproval.
 - h) Provide information about available services and resources: reporting, medical help, and assistance with emotional impact. Tailor referrals to caller’s need.

- i) Inform caller that the rape crisis hotline is available 24/7 and encourage person to call back if needed.
- 7. Do not fill out the computer intake/report form line by line over the telephone while someone is in crisis.
- 8. Try to address the immediate needs of the caller. Encourage them to call back if additional information is needed. If you are not able to answer critical questions or have concerns about the victim and it is after regular business hours, contact the **shift advocate according to the after-hours schedule**. If problems, contact the duty supervisor.
- 9. Complete all information on the intake form and fax to the appropriate office according to the caller's residence (refer to office boundary guidelines).
- 10. If caller is requesting to meet with an advocate on the next business day, provide the caller with the appropriate Victim Services Office where caller resides. If unsure which office, provide them with Central's number, 561-355-2418.

Please note: Advocates will meet with victims at a law enforcement agency and/or hospital. They will not go to a home or crime scene without law enforcement's request and presence.

Additional Information

- In your 211 hotline report, indicate which need was addressed (crisis intervention, advocate dispatched, call report faxed, information and referral).
- Identify which category of call. Sexual assault related calls are 1-3.
 Caller is:
 1. New, current or past victim OR guardian calling on behalf of a 12-17 year old.
 2. Parent, spouse, friend, significant other
 3. Sexual Assault call from other agencies or coordinating services
 4. Calls not related to Sexual Assault
- The monthly after hours schedule will be emailed to the 211 call center for posting. The responsible VS staff is Carol Messam Gordon at 24-6648 or cell 389-9153.
- Last minute schedule changes will be called into the 211 Supervisors' number, 383-1143, by Carol or the Victim Services Duty Supervisor.
- Any shift problems will be reported to the Duty Supervisor.
- Any procedural/staff problems will be reported to Lead Manager, Holly DiBenedetto, 274-1500, cell 441-8674

EXHIBIT E
PALM BEACH COUNTY VICTIM SERVICES
CLIENT INTAKE FORM



DATE: _____ ***please write in blue ink only***

VICTIM'S NAME: _____ DOB: _____

{If you're seeking services on behalf of someone else please indicate your: RELATIONSHIP TO VICTIM _____ }
{NAME _____ DOB _____ }

ADDRESS: _____ APT: _____

CITY: _____ ST: _____ ZIP: _____

PHONE (Please provide us with "safe" telephone numbers only): PERMANENT () _____

H () _____ W () _____ C () _____

If someone referred you to our office, please list their name and/or agency; also indicate if you are receiving assistance:

Please circle "Y" yes / "N" no for the following 3 questions:

{Y / N} Have you ever been arrested?

{Y / N} Do you have any active restraining orders against you?

{Y / N} Do you have a pending Dept. of Children and Families (DCF) case?

How may we help you today? _____

If help is needed filling out the information below, your assigned Advocate will be more than happy to assist you.

CRIME: Type _____ Date _____ Location _____

SUSPECT'S NAME: _____ DOB: _____

RELATIONSHIP (of suspect to you): _____ RACE: _____ SEX: _____

ADDRESS: _____ APT: _____

CITY: _____ ST: _____ ZIP: _____

POLICE DEPT. (if contacted): _____ CASE # _____

OFFICER'S NAME: _____ PHONE NUMBER: () _____

HOSPITAL (if visited): _____ DOCTOR: _____

****Office use only****

ADVOCATE: _____

OFFICE: _____

ADVOCATE SENDING FAX: _____

TO: _____

EXHIBIT E
PALM BEACH COUNTY VICTIM SERVICES
CLIENT INTAKE FORM



APPLICATION

CASE

NUMBER: _____

NARRATIVE: _____

REVISED 5/20/2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke, Bogart & Brownell Insurance, Inc. 181 Crawford Blvd. Boca Raton FL 33432	CONTACT NAME: Holly Buzen PHONE (A/C, No, Ext): (561) 392-8888 FAX (A/C, No): (561) 750-9134 E-MAIL ADDRESS: hbuzen@bbbins.com PRODUCER CUSTOMER ID #: 00012305
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union fire INSURER B: Technology Insurance Co INSURER C: Philadelphia Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011 GL/ENO/D&O/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		06LX0864788462000	6/30/2011	6/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		06CA0196567392000	6/30/2011	6/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC3263343	1/1/2011	1/1/2012	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers		PHSD522948	6/30/2010	6/30/2011	Per Occurrence 2,000,000 General Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability is covered under the General Liability Policy #06LX0864788462000 \$1,000,000 Occurrence/\$3,000,000 Aggregate, Claims Made, Retro 07/01/2003, Defense Cost Outside Limit, Accidental Limit

CERTIFICATE HOLDER Palm Beach County c/o Public Safety Department Emergency Operations Department 20 South Military Trail West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lee Burke/HBC
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Attachment # 2

COMMENTS/REMARKS

Certificate Holder is named as additional Insured.