

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: May 6, 2014

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

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Victim Services

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to Receive and File the following: A) Approved U.S. Department of Justice Office on Violence Against Women, Domestic Violence Homicide Prevention Demonstration Initiative (2013-HI-AX-K012) adjustment notice to extend the grant period for an additional seven months to September 30, 2014; and B) First Amendment to Contract (R2013-1455) with Aid to Victims of Domestic Abuse, Inc. (AVDA) which extends the completion date from March 31, 2014 to September 30, 2014; and C) First Amendment to Agreement (R2013-1456) with Florida State University Board of Trustees (FSU) which extends the completion date from March 31, 2014 to September 30, 2014.

**Summary:** On June 4, 2013, the Board of County Commissioners approved the acceptance of the U.S. Department of Justice, Office on Violence Against Women (OVW) Grant #2013-HI-AX-K012 in the amount of \$200,000 with no County matching funds required. On February 7, 2014 an administrative no cost extension was granted by OVW to extend the project end date from March 31, 2014 to September 30, 2014. The extension was granted to all project participants to address the delay in appointing the project's national evaluator as a result of the federal government shut down at the end of 2013. R-2013-0705 authorizes the County Administrator or his designee to execute contracts, amendments/modifications utilizing funding from the Department of Justice, Office on Violence Against Women on behalf of the Board of County Commissioners Countywide (PGE)

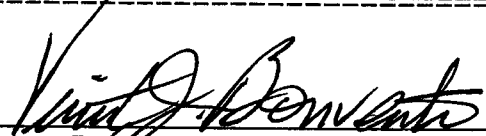
**Background and Justification:**

The Catalogue of Domestic Financial Assistance (CDFA) number is 16.590. The grant required partnership with a local domestic violence provider, AVDA, and partnership with a qualified local researcher, FSU. On September 11, 2013, the board entered into an agreement using grant funds with AVDA in the amount of \$20,000 and FSU in the amount of \$138,289, to provide these services.

**Attachments:**

1. Department of Justice Change Project Period Grant Adjustment Notice
2. First Amendment to Aid to Victims of Domestic Abuse, Inc. Contract
3. First Amendment to Florida State University Agreement
4. Original Aid to Victims of Domestic Abuse, Inc. contract (R2013-1455)
5. Original Florida State University Agreement (R2013-1456)

Recommended by:

 3/25/14  
Department Director Date

Approved By:

 3/25/14  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0 # See below</u>				

### # ADDITIONAL FTE

POSITIONS (Cumulative)      0      0      0      0      0

Is Item Included In Current Budget?    Yes         No     

Budget Account Exp No: Fund    Department    Unit    Object  
 Rev No: Fund    Department    Unit    Rev Source

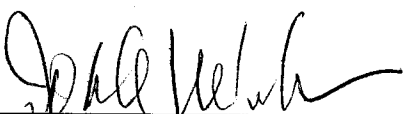
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

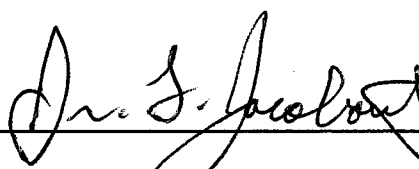
☒ There is no fiscal impact associated with this agenda item, only time extensions.

Departmental Fiscal Review: Stephanie Sepinche 3/25/14

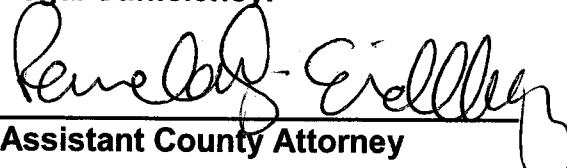
## III. REVIEW COMMENTS

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

  
 3/28/14 SCB AM 4/1/14  
 OFMB

 4/3/14  
 Contract Administration  
 4-3-14 B.W. Necker

### B. Legal Sufficiency:

 4/3/14  
 Assistant County Attorney

### C. Other Department Review:

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

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



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information					
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	04/01/2013 - 09/30/2014	<b>GAN Number:</b>	005
<b>Grantee Address:</b>	301 N. Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	OVW	<b>Date:</b>	02/07/2014
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Sharon Elliott		
<b>Grantee EIN:</b>	59-6000785	<b>Application Number(s):</b>	2013-X0014-FL-WE		
<b>Vendor #:</b>	596000078	<b>Award Number:</b>	2013-HI-AX-K012		
<b>Project Title:</b>	Palm Beach County's Assessment of the Structures and Processes for Addressing Domestic Violence and Domestic Violence Homicide		<b>Award Amount:</b>	\$200,000.00	

Change Project Period			
<b>Current Grant Period:</b>	Month: 11 Day: 30	<b>New Grant Period:</b>	Month: 17 Day: 29
<b>Project Start Date:</b>	04/01/2013	<b>*New Project Start Date:</b>	04/01/2013
<b>Project End Date:</b>	03/31/2014	<b>*New Project End Date:</b>	09/30/2014
<b>*Required Justification for Change Project Period:</b>			
Between now and Sept. 30, 2014, the site will be involved in the following activities with varying deadlines: site visit, work plan, monthly calls with the TA providers & OVW program specialist, as well as researcher tasks			
<b>Attachments:</b>			
None			
<input type="button" value="Print"/>			
<b>Audit Trail:</b>			
<b>Description:</b>	<b>Role:</b>	<b>User:</b>	<b>Timestamp:</b>
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	02/07/2014 12:03 PM
Submitted	PO - GAN 1st Line Supervisor	SHARON.ELLIOTT@USDOJ.GOV	01/30/2014 12:20 PM

**FIRST AMENDMENT TO CONTRACT BETWEEN THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS AND AID TO VICTIMS OF DOMESTIC  
ABUSE, INC. (AVDA) FOR PROFESSIONAL SERVICES**

**THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND AID TO VICTIMS OF DOMESTIC ABUSE, INC. (AVDA)** originally entered on September 11, 2013 ("Original Contract") (hereinafter "First Amendment") is made as of this 25<sup>th</sup> day of MARCH, 2014, 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 AID TO VICTIMS OF DOMESTIC ABUSE, Inc. (AVDA), hereinafter referred to as the CONSULTANT, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 59-2486620.

**WITNESSETH:**

**WHEREAS**, the COUNTY and CONSULTANT entered into the Original Contract dated September 11, 2013, with an effective date of April 1, 2013, and a termination date of March 31, 2014 with said Original Contract being a sub-grant contract funded by the Office on Violence Against Women from grant number 2013-HI-AX-K012 (R-2013-0705); and

**WHEREAS**, on February 7, 2014, the Office on Violence Against Women, gave the COUNTY a six (6) month no-cost extension of the original contract grant number 2013-HI-AX-K012, thereby extending the date for completion of service by CONSULTANT from March 31, 2014 to September 30, 2014.

**NOW THEREFORE**, the COUNTY and the CONSULTANT hereby mutually agree to enter this First Amendment and amend the Original Contract terms as follows:

- I. The completion date for all services as referenced in "Article 2 – Schedule" of the Original Contract is amended and extended from March 31, 2014, until September 30, 2014.
- II. The "Scope of Work – Exhibit A" under "Service Deliverables: Reports" (attached hereto and marked as "Exhibit A-01, Scope of Work") is amended to state the monthly progress report is due through the term of the contract.
- III. All other provisions of the Original Contract are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

Attachment # 2

IN WITNESS WHEREOF, the COUNTY and CONSULTANT hereto have caused this First Amendment to be executed by their officials thereupon duly authorized.

AID TO VICTIMS OF  
DOMESTIC ABUSE, INC

By: Pamela O'Brien Pres. & CEO  
Pamela O'Brien  
President & CEO

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: Vincent J. Bonvento  
Vincent J. Bonvento  
Director of Public Safety

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Samuel G. Gidley  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Nicole Bishop  
Nicole Bishop  
Director of Victim Services

**EXHIBIT "A-01"**

**SCOPE OF WORK**

The CONSULTANT agrees to work collaboratively with Palm Beach County Victim Services, Palm Beach County Sheriff's Office (PBSO), and Florida State University (FSU) on Phase I of the OVW funded Domestic Violence Homicide Prevention Demonstration Initiative (DVHP Initiative). The DVHP Initiative is a cooperative agreement in partnership with the OVW, NIJ, Johns Hopkins School of Nursing (JHUSON), the Maryland Network Against Domestic Violence, and the Jeanne Geiger Crisis Center. This initiative seeks to look at the issue of intimate partner homicides/near homicides in communities in two phases: Phase I will entail an assessment, data collections and the development of a work plan. The sites chosen for Phase II will move on to implement either the Maryland Lethality Assessment or the Domestic Violence High Risk Prevention Team Model.

**Service Deliverables Include:**

- Attendance and active participation in required meetings, conference calls, technical assistance events, and trainings, whether in person, via phone, or electronically.
- Assist grant partners, OVW, NIJ and TA providers with logistical coordination of onsite meetings, requests for data, and facilitating opportunities for sharing resources and information; participate fully in all activities and work cooperatively to ensure deadlines and project milestones are met.
- Assist with data collection of information, policies and associated materials related to current domestic violence response and practices within Palm Beach County by deadline(s) requested.
- Contribute to and actively work with grant partners, OVW and NIJ on the evaluation component of the Demonstration Initiative, including providing access to requested data.
- Contribute to and actively work with grant partners, OVW, NIJ and TA providers on the development of the Palm Beach County work plan based on the assessment.
- Reports: A monthly progress report shall be submitted by the 15<sup>th</sup> day of the month following the end of the reporting month documenting the deliverables performed during that period. The monthly progress report must accompany the invoice for payment. The monthly progress report is due through the term of the contract.

The Consultant and the County will strictly adhere to all policies, protocols and statutes regarding confidentiality and privilege.



# CERTIFICATE OF LIABILITY INSURANCE

AIDTO-1

OP ID: PR

DATE (MM/DD/YYYY)

02/27/2014

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  
Gulfstream Insurance Group Inc  
P.O. Box 8908  
Fort Lauderdale, FL 33310-8908  
David Arch

CONTACT NAME: Lynn Dowling

PHONE (A/C, No, Ext): 954-334-1726

FAX (A/C, No): 954-537-0177

E-MAIL ADDRESS: lynn@gulfstreaminsurance.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Aid to Victims of Domestic  
Abuse, Inc.  
P.O. Box 6161  
Delray Beach, FL 33482-6161

## COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK957417	12/10/2013	12/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Professional Liab			PHPK957417	12/10/2013	12/10/2014	MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Abuse/Molestation			PHPK957417	12/10/2013	12/10/2014	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK957417	12/10/2013	12/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property			PHPK957417	12/10/2013	12/10/2014	Bldg-201 2,057,900
A	D & O-Clms Md			PHSD787532	12/10/2013	12/10/2014	D&O \$1mil/\$1mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents, c/o Department of Community Services are additional insured with respect to general liability per written contract. Wit 10 days written notice for non payment of premium and 30 days for all others.

## CERTIFICATE HOLDER

PALMBCD

Palm Beach County  
c/o Dept. of Community  
Services  
810 Datura Street  
West Palm Beach, FL 33401

## 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

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ACORD 25 (2010/05)

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**FIRST AMENDMENT TO AGREEMENT BETWEEN THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS AND FLORIDA STATE UNIVERSITY**

**THIS FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND FLORIDA STATE UNIVERSITY** originally entered on September 11, 2013 ("Original Agreement") (hereinafter called the "First Amendment") is made as of this 25<sup>th</sup> day of MARCH, 2014 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 Florida State University Board of Trustees, hereinafter referred to as UNIVERSITY.

**WITNESSETH:**

**WHEREAS**, the COUNTY and UNIVERSITY entered into the Original Agreement dated September 11, 2013, with an effective date of April 1, 2013, and a termination date of March 31, 2014, with said Original Agreement being a sub-grant funded by the Office on Violence Against Women from grant number 2013-HI-AX-K012 (R-2013-0705); and

**WHEREAS**, on February 7, 2014, the Office on Violence Against Women, gave the COUNTY a six (6) month no-cost extension of the original contract grant number 2013-HI-AX-K012, thereby extending the date for completion of service by the UNIVERSITY from March 31, 2014, to September 30, 2014.

**NOW THEREFORE**, the COUNTY and the UNIVERSITY hereby mutually agree to enter this First Amendment and amend the Original Agreement terms as follows:

- I. The completion date for all services as referenced in "Article 2 – Schedule" of the Original Agreement is amended and extended from March 31, 2014, until September 30, 2014.
- II. The Baseline Data Collection service deliverable referenced in "Scope of Work – Exhibit A" (attached hereto and marked as "Exhibit A-01, Scope of Work") is modified from data collection to identification of baseline data and the availability of said data as requested by the NIJ evaluator and OVW project team.
- III. The specified deliverable due dates as referenced in "Schedule of Payment – Exhibit B-01" are removed as due dates will be determined by the NIJ evaluator and OVW project team.
- IV. All other provisions of the Original Agreement are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.



IN WITNESS WHEREOF, the COUNTY and UNIVERSITY hereto have caused this First Amendment to be executed by their officials thereupon duly authorized.

**FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES:**

By: *Gary K. Ostrander* for  
Gary K. Ostrander  
Vice President for Research

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By: *Vincent J. Bonvento*  
Vincent J. Bonvento  
Director of Public Safety

*SS*

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *Barbara E. Eick*  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *Nicole Bishop*  
Nicole Bishop  
Director of Victim Services

## EXHIBIT A-01

**SCOPE OF WORK PERTAINING TO THE**  
**OVW DOMESTIC VIOLENCE HOMICIDE PREVENTION DEMONSTRATION**  
**INITIATIVE (Grant #2013-HI-AX-K012)**

The UNIVERSITY agrees to work collaboratively with Palm Beach County Victim Services, Aid to Victims of Domestic Violence (AVDA), and Palm Beach County Sheriff's Office (PBSO) on Phase I of the OVW funded Domestic Violence Homicide Prevention Demonstration Initiative (DVHP Initiative). The DVHP Initiative is a cooperative agreement in partnership with the OVW, NIJ, Johns Hopkins School of Nursing (JHUSON), the Maryland Network Against Domestic Violence, and the Jeanne Geiger Crisis Center. This initiative seeks to look at the issue of intimate partner homicides/near homicides in communities in two phases: Phase I will entail an assessment, data collection, and the development of a work plan. The sites chosen for Phase II will move on to implement either the Maryland Lethality Assessment Program or the Domestic Violence High Risk Prevention team.

**Service Deliverables Include:**

- Attendance and active participation in required meetings, conference calls, technical assistance events, and trainings, whether in person, via phone, or electronically.
- Support changes necessary for the Initiative.
- Full compliance with submission of required documents.

**Identification of Baseline Data:**

- Identify availability of required base line data as outlined in "Attachment 1" by established deadlines.
- Ensure successful upload of data into specified project database.
- Provide data to NIJ evaluator.
- Determine denominator for calculating site response rate for anonymous online KABP instrument and assist with disseminating KABP website information to intended respondents.
- Complete assigned related tasks as required to meet Phase I goals.

Availability of requested baseline data will be identified and uploaded to NIJ evaluator by designated deadline, anticipated to be March 2014. Actual data collection will take place in Phase 2 pending selection of location project participants.

**Evaluability Assessment:**

- Participate in evaluability assessment with NIJ funded evaluator and project partners
- Complete assigned related tasks by established deadlines as required to meet Initiative Phase I goals

**Work Plan:**

Collaborate with project team in the development of a site-specific work plan identifying model(s) for local implementation and ways to improve response to domestic violence. Work may include problem-solving, assistance with disseminating information, and completion of assigned tasks as needed to achieve Initiative Phase I project goals.



**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of Risk Management**

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: AL-0122

Fleet Automobile Liability  
Certificate of Coverage

Name Insured: Florida State University

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28,  
Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

**Coverage Limits:**

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person  
\$10,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-864  
(REV. 11/05)



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: FC-0122

Federal Civil Rights Liability and Employment  
Discrimination

Certificate of Coverage

Name Insured: Florida State University

Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II,  
Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:

Liability: Unlimited each person  
Unlimited each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-865  
(REV. 11/05)



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: GL-0122

General Liability  
Certificate of Coverage

Name Insured: Florida State University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-863  
(REV. 3/01)



**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of Risk Management**

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: WC-0122 State Employee Workers' Compensation  
and Employer's Liability Certificate of  
Coverage

Name Insured: Florida State University

**Coverage Limits:**

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2013  
Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-867  
(REV. 8/09)

(a)

R 2013 1455      OCT 22 2013

**CONTRACT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY  
COMMISSIONERS AND AID TO VICTIMS OF DOMESTIC ABUSE, INC. FOR  
PROFESSIONAL SERVICES**

This Contract is made as of the 11<sup>th</sup> day of September, 2013, 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 Aid to Victims of Domestic Abuse, Inc (AVDA), a nonprofit organization authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-2486620, collectively referred to as the "Parties."

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 support of a comprehensive community assessment of the processes, systems, and partnerships in place in Palm Beach County that address domestic violence and homicide prevention and to assist with the development of a work plan to implement strategies to reduce and prevent domestic violence homicides as required by the OVW Domestic Violence Homicide Prevention Demonstration Initiative, and as more specifically set forth in the Scope of Work detailed in Exhibit "A," as may be amended from time to time during the course of the contract as directed by the OVW Initiative.

The COUNTY'S representative/liaison during the performance of this Contract shall be Victim Services Directory, Nicole Bishop, telephone number 561-355-1723.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be President and CEO, Pamela O'Brien, telephone number 561-265-3797, ext 101.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on April 1, 2013, which shall include attendance at the pre-planning meeting in Washington D.C. on May 15-16, 2013, and complete all services by March 31, 2014. The parties agree that the CONSULTANT will be paid for services rendered on the beginning date as evidenced by the invoice of services submitted, notwithstanding the date the Contract is signed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" as may be amended from time to time during the course of the contract as required by the OVW Initiative. The Parties agree that amendments to the Scope of Work, if any, as may be required by the OVW Initiative, will be documented and incorporated herein as when the County Representative, or her designee, sends a letter, email, or other form of written documentation outlining the additional or modified terms that the Parties have mutually agreed to as documented in writing by both Parties.



### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of TWENTY THOUSAND DOLLARS (\$20,000.00). 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 fixed price monthly basis 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 not be reimbursed under this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid by the County 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. The final invoice will be prepared and mailed by the CONSULTANT no more than 30-days after the Contract end date. The final invoice can be sent to:

Palm Beach County  
Department of Public Safety  
Attn: Beverly Gearhart  
20 South Military Trail  
West Palm Beach, FL 33415

### **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 herein under 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 (SBE) 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 with the Palm Beach County Code 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 on the basis of this agreement, 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  
Department of Public Safety  
Attn: Stephanie Sejnoha  
20 South 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.

#### **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 CONSULTANT.

#### **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 - 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:

Nicole Bishop, Director Victim Services  
Palm Beach County Victim Services  
205 N. Dixie Hwy, Suite 5.1100  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

Pamela O'Brien, President & CEO  
Aid to Victims of Domestic Abuse, Inc.  
P.O. Box 6161  
Delray Beach, FL 33482

#### **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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

#### **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.

**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 Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

R2013 1455

PALM BEACH COUNTY OCT 22 2013  
BOARD OF COUNTY COMMISSIONERS

By: Vincent J. Bonvento

Vincent J. Bonvento  
Director of Public Safety

AID TO VICTIMS OF DOMESTIC ABUSE, INC

By: Pamela O'Brien, Pres. + CEO

Pamela O'Brien  
President & CEO

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Samuel Gialling

County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Nicole Bishop

Nicole Bishop,  
Director of Victim Services

**SCOPE OF WORK**

The CONSULTANT agrees to work collaboratively with Palm Beach County Victim Services, Palm Beach County Sheriff's Office (PBSO), and Florida State University (FSU) on Phase I of the OVW funded Domestic Violence Homicide Prevention Demonstration Initiative (DVHP Initiative). The DVHP Initiative is a cooperative agreement in partnership with the OVW, NIJ, Johns Hopkins School of Nursing (JHUSON), the Maryland Network Against Domestic Violence, and the Jeanne Geiger Crisis Center. This initiative seeks to look at the issue of intimate partner homicides/near homicides in communities in two phases: Phase I will entail an assessment, data collections and the development of a work plan. The sites chosen for Phase II will move on to implement either the Maryland Lethality Assessment or the Domestic Violence High Risk Prevention Team Model.

**Service Deliverables Include:**

- Attendance and active participation in required meetings, conference calls, technical assistance events, and trainings, whether in person, via phone, or electronically.
- Assist grant partners, OVW, NIJ and TA providers with logistical coordination of onsite meetings, requests for data, and facilitating opportunities for sharing resources and information; participate fully in all activities and work cooperatively to ensure deadlines and project milestones are met.
- Assist with data collection of information, policies and associated materials related to current domestic violence response and practices within Palm Beach County by deadline(s) requested.
- Contribute to and actively work with grant partners, OVW and NIJ on the evaluation component of the Demonstration Initiative, including providing access to requested data.
- Contribute to and actively work with grant partners, OVW, NIJ and TA providers on the development of the Palm Beach County work plan based on the assessment.
- Reports: A monthly progress report shall be submitted by the 15<sup>th</sup> day of the month following the end of the reporting month documenting the deliverables performed during that period. The monthly progress report must accompany the invoice for payment.

The Consultant and the County will strictly adhere to all policies, protocols and statutes regarding confidentiality and privilege.

## **EXHIBIT "B"**

### **SCHEDULE OF PAYMENTS**

The total compensation for the project is \$20,000.00. The CONSULTANT understands and agrees that the contract price shall not exceed \$20,000.00 and will not be paid until all deliverables are completed.

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of deliverables, collaboration with project partners, and participation with the NIJ evaluation team.

"Deliverables" shall be defined as participation in Initiative required activities and events as measured by: documentation of meetings attended, participation in teleconference calls, assistance with data collection from community, response to data requests, and completion of various assigned tasks as required to meet Initiative Phase I goals.

The CONSULTANT shall request payment on a monthly basis at a fixed price through submission of a completed invoice. A progress report documenting deliverables performed for the month shall accompany the invoice.

#### **Invoicing and Payment of Fixed Price:**

<b>Monthly Report For</b>	<b>Invoice Amount</b>
April 2013	\$1,666.00
May 2013	\$1,666.00
June 2013	\$1,666.00
July 2013	\$1,666.00
August 2013	\$1,666.00
September 2013	\$1,666.00
October 2013	\$1,666.00
November 2013	\$1,666.00
December 2013	\$1,666.00
January 2014	\$1,666.00
February 2014	\$1,666.00
March 2014	\$1,674.00
<b>Total:</b>	<b>\$20,000.00</b>

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R 2013 1456

OCT 22 2013

**AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND FLORIDA STATE UNIVERSITY**

This Agreement (hereinafter "Agreement" or "contract") is made as of the 11<sup>th</sup> day of September, 2013, 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 Florida State University Board of Trustees, hereinafter referred to as "UNIVERSITY" or "Researcher" or "Evaluator".

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

**ARTICLE 1 - SERVICES**

The UNIVERSITY'S responsibility under this Agreement is to provide a comprehensive community assessment of the processes, systems, and partnerships in place in Palm Beach County that address domestic violence and homicide prevention and to develop a work plan to implement strategies to reduce and prevent domestic violence homicides as required by the OVW Domestic Violence Homicide Prevention Demonstration Initiative, and as more specifically set forth in the Scope of Work detailed in Exhibit "A," as may be amended from time to time during the course of the contract as required by the Initiative.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Sr. Program Coordinator, Dee Rohe, telephone number (561) 625-2568.

The UNIVERSITY'S technical representative/liaison during the performance of this Agreement shall be College of Criminology and Criminal Justice, Center for Criminology and Public Policy Research Dean, Thomas G. Blomberg, telephone number (850) 644-7365. The UNIVERSITY'S administrative/liaison during the performance of this Agreement shall be Marcy Friedle, Sponsored Research Services, telephone number 850-644-8948.

**ARTICLE 2 - SCHEDULE**

The UNIVERSITY shall commence services on April 1, 2013, which shall include attendance at the pre-planning meeting in Washington, D. C., on May 15-16, 2013, and complete all services by March 31, 2014. The parties agree that the UNIVERSITY will be entitled to payment for services rendered on the beginning date as evidenced by the invoice for services submitted, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" as may be amended from time to time during the course of the contract as required by the Initiative. The parties agree that amendments to the Scope of Work will be governed by Article 25.

**ARTICLE 3 - PAYMENTS TO UNIVERSITY**

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of ONE HUNDRED, THIRTY-EIGHT THOUSAND, TWO-HUNDRED EIGHTY-NINE Dollars (\$138,289.00). The UNIVERSITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The UNIVERSITY will bill the COUNTY on a fixed priced basis at the completion of the project at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. "Out-of-pocket" expenses will not be reimbursed under this Agreement.
- C. **Final Invoice:** Under the terms of this Agreement only one final invoice will be submitted and processed at the close of the project period. Invoices received from the UNIVERSITY 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. In order for both parties herein to close their books and records, the UNIVERSITY will clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'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 UNIVERSITY. The final invoice will be prepared and mailed by the UNIVERSITY no more than 30 days after the Agreement end date. The final invoice can be sent to:

Palm Beach County  
Department of Public Safety  
Attn: Beverly Gearhart  
20 S. Military Trail  
West Palm Beach, FL 33415

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

Signature of this Agreement by the UNIVERSITY 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 UNIVERSITY'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 UNIVERSITYs. 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 UNIVERSITY 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 UNIVERSITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Contract, the UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the UNIVERSITY 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 UNIVERSITY'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 UNIVERSITY will perform work on a reasonable best efforts basis and all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

#### **ARTICLE 7 - SUBCONTRACTING**

Subcontracting is prohibited under this Agreement.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes.

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

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 10 - INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY 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.

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

When requested, UNIVERSITY shall agree to provide an affidavit or 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 UNIVERSITY of its liability and obligations under this Agreement.

#### **ARTICLE 11 - INDEMNIFICATION**

To the limits allowed by Florida law, the UNIVERSITY 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 Agreement or due to the acts or omissions of UNIVERSITY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the UNIVERSITY 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 Agreement. Except as above, neither the COUNTY nor the UNIVERSITY shall assign, sublet, convey or transfer its interest in this Agreement 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 UNIVERSITY.

#### **ARTICLE 13 - 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.

No provision of this Agreement 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 UNIVERSITY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

To the best of our knowledge the UNIVERSITY 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 UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNIVERSITY'S failure to perform was without fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement 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 UNIVERSITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The UNIVERSITY 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 UNIVERSITY 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 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The UNIVERSITY is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the UNIVERSITY'S sole direction, supervision, and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'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 UNIVERSITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

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

#### **ARTICLE 20 - ACCESS AND AUDITS**

The UNIVERSITY 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 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 UNIVERSITY'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 UNIVERSITY, 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 21 - NONDISCRIMINATION**

The UNIVERSITY 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 UNIVERSITY 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 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 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, 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 UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY shall, if the UNIVERSITY agrees to the change(s) 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing the UNIVERSITY 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 and UNIVERSITY mutually agree to make the change, the COUNTY shall initiate an Agreement Amendment and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - 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:

Ms. Nicole Bishop, Director Justice and Victim Services  
205 North Dixie Highway, Room 5.1000  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>TH</sup> Floor  
West Palm Beach, Florida 33401

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

Program/Technical:  
Thomas G. Blomberg, Dean & Sheldon L. Messinger Professor of Criminology  
Florida State University  
College of Criminology and Criminal Justice  
634 West Call Street  
Tallahassee, Florida 32306-1127

Administrative/Contractual:  
The Florida State University, Sponsored Research Services  
Marcy Friedle, Grant Compliance Analyst  
874 Traditions Way, Third Floor  
Tallahassee, FL 32306-4166

#### **ARTICLE 27 - ENTIRETY OF INTERLOCAL AGREEMENT**

The COUNTY and the UNIVERSITY agree that this Agreement 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 Agreement 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**

If UNIVERSITY'S employees are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the UNIVERSITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The UNIVERSITY acknowledges and agrees that all employees 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 UNIVERSITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

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

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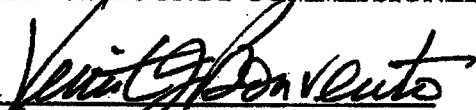


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and UNIVERSITY has hereunto set its hand the day and year above written.

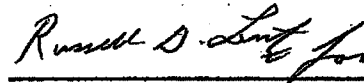
R 2013 1456

PALM BEACH COUNTY OCT 22 2013  
BOARD OF COUNTY COMMISSIONERS:

By:

  
Vincent Bonvento  
Director, Public Safety

FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES:

  
Gary K. Ostrander  
Vice President for Research

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:

  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:

  
Nicole Bishop  
Director of Victim Services

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND FLORIDA STATE UNIVERSITY**

**SCOPE OF WORK PERTAINING TO THE**

**OVW DOMESTIC VIOLENCE HOMICIDE PREVENTION DEMONSTRATION  
INITIATIVE (Grant #2013-HI-AX-K012)**

The UNIVERSITY agrees to work collaboratively with Palm Beach County Victim Services, Aid to Victims of Domestic Violence (AVDA), and Palm Beach County Sheriff's Office (PBSO) on Phase I of the OVW funded Domestic Violence Homicide Prevention Demonstration Initiative (DVHP Initiative). The DVHP Initiative is a cooperative agreement in partnership with the OVW, NIJ, Johns Hopkins School of Nursing (JHUSON), the Maryland Network Against Domestic Violence, and the Jeanne Geiger Crisis Center. This initiative seeks to look at the issue of intimate partner homicides/near homicides in communities in two phases: Phase I will entail an assessment, data collections and the development of a work plan. The sites chosen for Phase II will move on to implement either the Maryland Lethality Assessment or the Domestic Violence High Risk Prevention team.

**Service Deliverables Include:**

- Attendance and active participation in required meetings, conference calls, technical assistance events, and trainings, whether in person, via phone, or electronically.
- Support changes necessary for the Initiative.
- Full compliance with submission of required documents.

**Baseline Data Collection:**

- Collect required base line data as outlined in "Attachment 1" by established deadlines.
- Ensure successful upload of data into specified project database.
- Provide data to NIJ evaluator.
- Determine denominator for calculating site response rate for anonymous online KABP instrument and assist with disseminating KABP website information to intended respondents.
- Complete assigned related tasks as required to meet Phase I goals.

Baseline data will be collected between 6/1/13 – 10/31/13 for calendar year 2012 and between 11/1/13 – 4/30/14 for calendar year 2013 unless deadlines change per OVW or TA Provider. The Johns Hopkins University School of Nursing (JHUSON), a member of the technical assistance provider team, will provide intensive technical assistance during the month of November 2013 to work with sites on baseline data that is difficult to gather or requires extensive coding.

**Evaluability Assessment:**

- Participate in evaluability assessment with NIJ funded evaluator and project partners
- Complete assigned related tasks by established deadlines as required to meet Initiative Phase I goals

Evaluability assessment finalized in July 2013. Sites participation begins 9/1/13 – 11/1/13 and ends between 12/31/14 – 2/28/14.

**Work Plan:**

Collaborate with project team in the development of a site-specific work plan identifying model(s) for local implementation and ways to improve response to domestic violence. Work may include problem-solving, assistance with disseminating information, and completion of assigned tasks as needed to achieve Initiative Phase I project goals.

**EXHIBIT "B"****SCHEDULE OF PAYMENTS**

The total compensation for the project is \$138,289.00 due at completion. The University understands and agrees that the contract price of \$138,289.00 will not be paid until all deliverables are submitted.

The Scope of Work to be completed by UNIVERSITY as defined in Exhibit "A" consists of key deliverables, collaboration with project partners, and participation with the NIJ evaluation team. Deliverables shall be verifiable and defined as participation in Initiative required activities and events as measured by: completion of assigned project tasks within established timeframe, documentation of meetings/training attended, and participation in teleconference calls or web-based events.

Deliverable	Timeframe	Budget
Attendance and active participation in required meetings, conference calls, technical assistance events, and trainings.	Throughout duration of Phase I of Initiative	
Baseline Data Collection	Part 1 baseline data collected between 6/1/13 to 10/31/13 for calendar year 2012.	
	Part 2 baseline data collected between 11/1/13 to 3/31/14 for calendar year 2013	
Evaluability Assessment	Evaluability Assessment finalized in July 2013	
	Sites begin between 9/1/13 to 11/1/13	
	Sites end between 12/31/13 to 2/28/14	
Work Plan	2/1/14 to 3/31/14	
<b>TOTAL BUDGET</b>		<b>138,289.00</b>

**Domestic Violence Homicide Prevention Demonstration Initiative  
DVHP Initiative I List of Data to be Collected at Baseline**

An operationalized data dictionary (field names, codes, response options) will be provided when the database is complete -anticipated late July 2013. A training webinar will accompany launch of the database.

- First round of baseline data collection and entry completion target date is October 31, 2013.
- The Johns Hopkins University School of Nursing (JHUSON), a member of the Technical Assistance Provider team, will provide intensive technical assistance during the month of November 2013 to work with sites on baseline data that is difficult to gather or requires extensive recoding.
- The second round of data collection and entry completion target date is April 30, 2014. This round will capture data from 1/1/2013-12/31/2013.

**1. Baseline Site Characteristics Data: community/population/setting**

- *The "baseline" time period is January 1, 2012- December 31, 2012, unless otherwise specified.*
  - a. Population
  - b. Demographics- race/ethnicity and proportions
  - c. Population density (reported as factor of 10,000 per square mile)
  - d. Unemployment rate within site
    - i. By gender
  - e. Education level
    - i. By gender
  - f. Incarceration rate
    - i. By gender
    - ii. By race/ethnicity
    - iii. By age group
  - g. Geocoding of crime locations- Geographical Information Systems (GIS)
  - h. Immigrant population (report as number and percent of population)
    - i. Country of origin
    - ii. Number and percent of population for whom English is not primary language
  - i. Number and rate (per 100,000 of population) of overall homicides (all homicides, not just domestic violence)
    - i. By gender of victim and of perpetrator
  - j. Number and rate (per 100,000 of population) of homicides by intimate partners
    - i. By gender of victim and of perpetrator
  - k. Overall suicides- number and rates (per 100,000 of population)
    - i. By gender
  - l. Total number of veterans of Iraq 2 and Afghanistan wars

**2. Law Enforcement and Criminal Justice System**

- a. Total number of 911 calls
- b. Number of domestic violence calls to 911

- c. Number of times police officer dispatched to domestic violence call
- d. Response time to domestic violence calls
- e. Number of arrests for domestic violence
  - i. Number of felonies
  - ii. Number of misdemeanors
  - iii. Number of arrests for intimate partner violence (IPV) near-lethality events
    - 1. Definition of intimate partner near-lethal events: (gunshot wound or stab wound to head, neck or torso, non-fatal strangulation or drowning to unconsciousness, potentially lethal injury from other weapon, prosecution or conviction for attempted murder of intimate partner by partner)
- f. Of total domestic violence arrests in baseline period, number charged with:
  - i. Witness Intimidation
  - ii. Stalking (in IPV context)
  - iii. Violation of no-contact order (in IPV context)
  - iv. Assault (in IPV context)
  - v. Aggravated assault (in IPV context)
  - vi. Assault with deadly weapon
    - 1. Number with a firearm
  - vii. Attempted murder (in IPV context)
  - viii. Manslaughter (in IPV context)
  - ix. Homicide (in IPV context)
    - 1. Arrest characteristics:
      - Victim
        - a. Sex
        - b. Race/ethnicity
        - c. Relationship to perpetrator
          - i. Cohabiting (current or previous)
        - d. Age
        - e. Employment status
        - f. Primary language
        - g. Pregnant at time of assault
      - 2. Arrest characteristics: Perpetrator
        - a. Sex
        - b. Race/ethnicity
        - c. Relationship to victim
        - d. Age
        - e. Employment status
        - f. Primary language
- g. Total Orders of Protection served
  - i. Proportion entered into federal database
  - ii. Number of Temporary Orders of Protection
    - 1. Number of times order was issued with gun removal provision
    - 2. Number of orders that resulted in surrender of guns
    - 3. Total number of guns surrendered as a result of order
  - iii. Number of Final Orders of Protection

1. Number of times order was issued with gun removal provision
  2. Number of orders that resulted in surrender of guns
  3. Total number of guns surrendered as a result of order
- h. Number of search warrants issued for guns after domestic violence convictions
- i. In law enforcement agencies where risk assessment is being done:
- i. Total number of risk assessment screens
    1. Number of victims identified as high risk
    2. Number of victims connected to domestic violence services
- j. Recidivism data -whether the perpetrator in IPV cases is rearrested at a later date for:
- i. Intimate partner violence
  - ii. Stalking (in IPV context)
  - iii. Violation of no-contact order (in IPV context)
  - iv. Assault (in IPV context)
  - v. Aggravated assault (in IPV context)
  - vi. Attempted murder (in IPV context)
  - vii. Manslaughter (in IPV context)
  - viii. Homicide (in IPV context)
- k. Domestic violence homicide events- *homicide data is to be collected for each year from 2008 to 2012*
- i. Number of domestic violence homicides
    1. Method
      - a. Strangulation
      - b. Stabbing
      - c. Gunshot wound
      - d. Drowning
      - e. Other
    - ii. Number of domestic violence homicides in which perpetrator committed suicide (homicide-suicide event)
      1. Relationship characteristics of homicide events
        - a. Relationship (married, separated, divorced, estranged, etc.)
        - b. Cohabiting (current or previous)
      2. Characteristics of domestic violence homicide victim
        - a. Sex
        - b. Race/ethnicity
        - c. Age
        - d. Primary language
        - e. Employment status
        - f. Pregnant
      3. Characteristics of domestic violence homicide perpetrator
        - a. Sex
        - b. Race/ethnicity
        - c. Age
        - d. Primary language
        - e. Employment status
    - iii. Number of domestic violence homicides with additional victims in homicide event

1. Children (biological or non-biological)
  2. Family members (not children)
  3. Friend, neighbor, bystander
  4. Law enforcement/first responder
  - I. Arraignment following domestic violence arrests
    - i. Number released on personal recognizance
    - ii. Number released with bail
    - iii. Number released with GPS monitor
    - iv. Number detained pre-trial
    - v. Number released pre-trial
    - vi. Number released with other conditions
  - m. Prosecutor/Court outcomes
    - I. Disposition
      1. Number of cases prosecuted of total domestic violence arrests
        - a. Method of disposition
          - i. Plea
          - ii. Trial
      2. Outcomes
        - a. Dismissed with prejudice
        - b. Dismissed without prejudice
        - c. Guilty
        - d. Not Guilty
          - i. Trial
          - ii. Spousal privilege
          - iii. 5 t h Amendment
        - e. Continued without finding (Other)
    - ii. Sentencing
      1. Number sentenced to probation
        - a. Number of cases assigned GPS monitoring
        - b. Number mandated to batterer intervention programs
        - c. Number mandated to anger management
        - d. Number mandated to substance abuse treatment
        - e. Number with other conditions
          - i. Number of no-contact orders
          - ii. Drug & alcohol testing
      2. Incarcerated
      3. Split Sentence
      4. Suspended Sentence
    - iii. Average time from arraignment to disposition
3. Hospital Data
  - a. Trauma database
    - i. By gender
      1. Intentional injury
      2. Relationship to offender
  - b. Number of Emergency Department (ED) patients who screen positive for intimate



**partner violence**

- i. Number presented at ED with IPV-related injuries
  - 1. Number with gunshot wound
  - 2. Number with knife wound
  - 3. Number identified with strangulation
  - 4. Number with other IPV-related injury
- ii. Number identified as high risk
- iii. Deaths in ED resulting from IPV cases

**4. Child Protective Services**

- a. Referrals noting IPV in the home

**5. Domestic Violence Victim Advocate Services**

- a. Total number of hotline calls
- b. Counseling/clinical services
  - i. Number of women who received services
  - ii. Number referred by law enforcement
  - iii. Number of LGBTQ
  - iv. Number of Disabled
  - v. Number of Immigrants
  - vi. Number of whom English is not primary language
- c. Support Services
  - i. Number of women who received services
  - ii. Number referred by law enforcement
  - iii. Number of LGBTQ
  - iv. Number of Disabled
  - v. Number of Immigrants
  - vi. Number of whom English is not primary language
- d. Legal Consultation
  - i. Number of women who received services
  - ii. Number referred by law enforcement
  - iii. Number of LGBTQ
  - iv. Number of Disabled
  - v. Number of Immigrants
  - vi. Number of whom English is not primary language
- e. Shelter
  - i. Average occupancy rate of shelter
  - ii. Total number of women admitted to shelter
  - iii. Average length of stay at shelter
  - iv. Number referred by law enforcement
  - v. Number of LGBTQ
  - vi. Number of Disabled
  - vii. Number of Immigrants
  - viii. Number of whom English is not primary language

**6. Baseline "Knowledge, attitudes, beliefs, practices" (KABP)**

*An anonymous online KABP instrument will be developed for Domestic Violence Advocate personnel and law enforcement personnel. Local researchers responsible for determining denominator for calculating site response rate. Local researchers and program coordinators may be called upon to disseminate KABP website information to intended respondents in their site.*

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## MEMORANDUM

**TO:** Russell Lentz, Associate Director of Sponsored Research Services

**FROM:** Gary K. Ostrander, Vice President for Research *[Signature]*

**DATE:** October 15, 2012

**SUBJECT:** Delegation of Authority

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Effective immediately, you are authorized to negotiate, enter into, and execute in my name and for the Board of Trustees of the Florida State University all contracts, grants and other documents necessary and appropriate to the activities described in Section 1004.22(3), Florida Statutes. This authorization is to be exercised during the time of my absence and/or unavailability.

This authority shall be exercised in accordance with all applicable laws, rules and regulations of the United States and the State of Florida. I reserve the authority to review, amend, modify, or annul any action taken pursuant hereto, which I deem to be in the best interest of the Florida State University, and to amend, modify, or withdraw the authority described above.

/bs

cc: President Eric J. Barron  
Carolyn Egan, General Counsel  
Marcie Doolittle, Director of Purchasing

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **ERIC J. BARRON**, President of The Florida State University of the County of Leon, State of Florida, pursuant to the authority granted to me by law, rules and other writings, constitute and appoint **GARY K. OSTRANDER**, Vice President for Research for The Florida State University, of the County and State aforesaid, my true and lawful attorney, for me and in my name, as set forth below.

### I. GENERAL DELEGATIONS

a. To approve and execute any and all contracts, with full authority to do all things necessary to approve and execute contracts for The Florida State University departments, offices, services, centers and other units within the Office of Research, which report directly or indirectly to the Vice President for Research.

b. To have and to exercise the functions, powers, and authority of Director of the Division of Sponsored Research as provided in Section 1004.22, Florida Statutes, for the Florida State University and, in that capacity, to negotiate, enter into and execute all contracts and grants in the name of and for Florida State University necessary and proper to the activities within the Division of Sponsored Research. Also, to exercise full administrative authority over the Division of Sponsored Research of The Florida State University with respect to the

establishment of the policies, and the making of final decisions regarding the personnel and operations of The Florida State University departments, offices, services, centers and other units within the Division, which report directly or indirectly to the Vice President for Research.

c. The Florida State University Research Foundation, Inc. ["Foundation"] shall administratively report to **GARY K. OSTRANDER** consistent with the provisions of applicable Florida law, regulations and corporate articles and bylaws.

d. To delegate in his discretion, by appropriate writings, such portions of the powers and duties described in paragraphs a., b. and c. hereof as he may deem appropriate, to any of the heads of The Florida State University departments, offices, services, centers and other units which report to the Vice President for Research.

## **II. DELEGATION TO CERTIFY EMERGENCY PURCHASES**

Pursuant to the authority granted to me by Florida Statutes, including Section 1004.22, agency rules and regulations and other writings including any resolutions and delegations, I hereby delegate such portions of the powers and duties described therein to **GARY K. OSTRANDER**, Vice President for Research, for The Florida State University, of the County and State aforesaid, authorizing him to review all of the relevant circumstances and, when appropriate and fully in accord with the requirements of Section 1004.22 and other applicable law, to

certify the existence of a bona fide emergency which, in accord with the established applicable criteria, in fact precluded the execution of a written agreement prior to the rendering of the service within the Division of Research.

**III.** The authority and powers enumerated herein shall be exercised in accordance with all applicable laws of the United States and the State of Florida and applicable rules and regulations of agencies of the United States and the State of Florida.

**IV.** The authority and powers enumerated herein commence on October 15, 2012 and continue for as long as **GARY K. OSTRANDER** shall be employed by The Florida State University as the Vice President for Research or until I, as President, withdraw this delegation. This delegation of authority supersedes all prior such delegations to the Vice President for Research.

**V.** Provided, however, that I, **ERIC J. BARRON**, do hereby reserve the power and authority to review, approve, ratify, or modify any exercise of the powers and duties granted and delegated hereby to **GARY K. OSTRANDER**, whenever I deem such action by me to be in the best interest of The Florida State University.

Signed this 12<sup>th</sup> day of October, 2012

  
\_\_\_\_\_  
**ERIC J. BARRON**  
President  
The Florida State University