

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

Meeting Date: November 22, 2016

☒ 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: **A)** First Amendment to the Contract for Consulting/Professional Services (R2015-0094), with Aid to Victims of Domestic Abuse, Inc. (AVDA) increasing funding by \$2,500 for a new total not-to-exceed contract amount of \$146,906.77; **B)** First Amendment to the Contract for Consulting/Professional Services (R2015-0095), with Destiny By Choice, Inc. (DBC) increasing funding by \$400 for a new total not-to-exceed contract amount of \$36,900; **C)** First Amendment to the Contract for Consulting/Professional Services (R2015-0096), with Coalition for Independent Living Options, Inc. (CILO) increasing funding by \$5,400 for a new total not-to-exceed contract amount of \$14,900; **D)** First Amendment to the Interlocal Agreement for Investigative Services (R2015-0340), with the Office of the State Attorney-Fifteenth Judicial Circuit (SAO) increasing funding by \$500 for a new not-to-exceed contract amount of \$30,500; and **E)** Contract for Professional Services with Legal Aid Society of Palm Beach County, Inc. (Legal Aid) for a not-to-exceed contract amount of \$25,000.

Summary: Amendments to the Interlocal Agreement and contracts are needed to facilitate achievement of the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (GTEA) (2014-WE-AX-0011) goals by the grant close date of September 30, 2017. The amendments to the contracts with AVDA and DBC provide additional funding for mileage with no change to the scope of work. The amendment to the contract with CILO increases the number of education and training service hours from 360 to 560 for the delivery of training to first responders on serving the disabled community. The amendment to the Interlocal Agreement with the SAO increases the contract amount by \$500 and reduces the number of investigative service hours from 1,058 to 177 to purchase essential computer equipment to support prosecution efforts and victim advocacy services **(continued on page 3)**.

Background and Justification: Continued on Page 3

Attachments:

- 1) First Contract Amendment with AVDA
- 2) First Contract Amendment with DBC
- 3) First Contract Amendment with CILO
- 4) Interlocal Amendment with SAO
- 5) Contract for Professional Services with The Legal Aid Society of Palm Beach County, Inc.

Recommended by: Stephanie Seimone 10/17/16
Department Director Date

Approved By: [Signature] 11-14-16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs	33,800				
External Revenues	(33,800)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1426 Department 662 Unit 3295 Object 3401
Rev No: Fund 1426 Department 662 Unit 3295 RevSc 3129

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

Grant: OVW - GTEA-Grant to Encourage Arrest

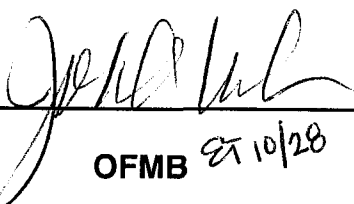
Fund: 1426 – Public Safety Grants

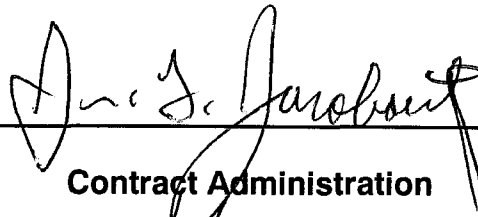
Unit: 3295 - GTEA-Grant to Encourage Arrest

Departmental Fiscal Review:  9/14/16

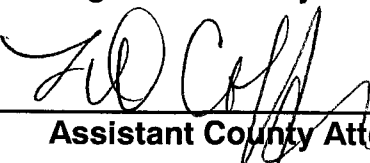
III. REVIEW COMMENTS

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

 10/31/16
OFMB ET 10/28 RK 10/28/16

 11/10/16
Contract Administration
11/6/16 TH

B. Legal Sufficiency:

 11/14/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

Summary continued from Page 1:

The contract with the Legal Aid Society of Palm Beach County, Inc. provides up to 297.61 hours of legal services to victims of domestic violence, dating violence, stalking, and sexual assault who are in crisis. Two staff members of the Legal Aid Society of Palm Beach County, Inc., Vicki A. Tucci and Kimberly Rommel-Enright, serve on the Palm Beach County HIV Care Council. This Board provides no regulation, oversight, management, or policy-setting recommendations regarding the Legal Aid Society of Palm Beach County, Inc. contract. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provision of Section 2-443 of the Palm Beach County Code of Ethics. These agreements were executed by the County Administrator's designee in accordance to approval granted on October 21, 2014, (R2014-1633) to execute future applications, awards, contracts and amendments / modifications utilizing funding from the Department of Justice, Office on Violence Against Women on behalf of the Board of County Commissioners. **No County matching funds are required. Countywide (LDC)**

Background and Justification:

On October 21, 2014, the Board approved the Department of Justice, Office on Violence Against Women (OVW), Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (GTEA) (2014-WE-AX-0011) in the amount of \$900,000 for the period of October 1, 2014 through September 30, 2017. Palm Beach County Division of Victim Services, along with the four initial project partners (DBC, AVDA, CILO, SAO), received this grant to 1) expand the capacity of the Sexual Assault Response Team to respond to victims; 2) improve investigation and prosecution of sexual assault cases and appropriate treatment of victims; 3) improve judicial handling of cases; 4) increase support for underserved populations; and 5) enhance and maintain services to victims of sexual assault, domestic violence, dating violence and stalking.

FIRST AMENDMENT TO CONTRACT
**FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH
COUNTY AND AID TO VICTIMS OF DOMESTIC ABUSE, INC.,**

THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND AID TO VICTIMS OF DOMESTIC ABUSE, INC., is made as of this 15th day of September, 2016, 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. (hereinafter referred to as "AVDA"), a nonprofit corporation authorized to do business in the State of Florida, whose Federal I.D. is 59-2486620.

WITNESSETH:

WHEREAS, the County and AVDA entered into the Contract for Consulting/Professional Services between Palm Beach County and Aid to Victims of Domestic Abuse, Inc. (R2015-0094)(the "Contract") on December 3, 2014, with a termination date of September 30, 2017, and with a not-to-exceed Contract amount of \$144,406.77; and

WHEREAS the Contract amount does not cover AVDA's anticipated remaining mileage costs and expenses through the termination date of the Contract; and

WHEREAS, the parties have agreed to increase the mileage payment amount by \$2,500.00 and thereby increase the total not-to-exceed Contract amount to \$146,906.77.

NOW THEREFORE, in consideration of the mutual promises, representations, terms, and covenants set forth herein, the parties hereto agree as follows:

- I. Exhibit "B" of the Contract is hereby deleted and replaced with Exhibit "B-01" attached hereto and incorporated herein by reference.
- II. All references in the Contract to Exhibit "B" are hereby amended to Exhibit "B-01".
- III. Article 3(A) of the Contract is hereby amended to replace One hundred forty four thousand, four hundred six dollars and seventy seven cents (\$144,406.77) with One hundred forty six thousand, nine hundred and six dollars and seventy seven cents (\$146,906.77).
- IV. Article 3(C) of the Contract is hereby amended to replace Four Thousand (\$4,000) with Six thousand five hundred and no dollars (\$6,500).
- V. Except for the specific provisions set forth herein, all other provisions of the Contract (R2015-0094) are hereby confirmed, ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners Beach County, Florida, through its authorized representative has made and executed this First Amendment to Contract for Consulting/Professional Services between Palm Beach County and Aid to Victims of Domestic Abuse, Inc., on behalf of the County and AVDA has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: Stephanie Seicola
County Administrator or Designee

**AID TO VICTIMS OF DOMESTIC
ABUSE, INC.**

By: Pamela O'Brien, Pres. & CEO
Pamela O'Brien, President &
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Nicole Bishop
Division Director

EXHIBIT "B-01"
SCHEDULE OF PAYMENTS

<u>Services</u>	<u>Unit Type</u>	<u>Fiscal Year</u>	<u>Billing Rate</u>	<u>Number of units</u>	<u>Total</u>
Advocacy Services	1 Hour	FY 2015	\$ 19.82	2,079.48	\$ 41,215.20
	1 Hour	FY2016	\$ 21.30	2,079.87	\$ 44,301.25
	1 Hour	FY 2017	\$ 22.96	2,080.24	\$ 47,762.32
Program Director	1 Hour		\$ 33.00	216.00	\$ 7,128.00
Mileage					\$ 6,500.00
Total Contract Amount Not to exceed:					\$ 146,906.77

FIRST AMENDMENT TO CONTRACT
FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH
COUNTY AND DESTINY BY CHOICE, INC.

THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND DESTINY BY CHOICE, INC. (hereinafter "First Amendment") is made as of this 15th day of September 2016, 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 Destiny by Choice, Inc. (hereinafter referred to as "DBC"), a not for profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 65-0797539.

WITNESSETH:

WHEREAS, the County and DBC entered into a Contract for Consulting/Professional Services Between Palm Beach County and Destiny by Choice, Inc., (R 2015-0095) (the "Contract") on December 3, 2014, with a termination date of September 30, 2017 and with a not-to-exceed contract amount of \$36,500; and

WHEREAS the Contract amount of \$36,500 will not cover the cost of the anticipated remaining mileage expenses through the termination date of the Contract; and

WHEREAS, the parties have agreed to increase the Contract amount by \$400 in order to pay for said anticipated mileage expenses and increase the total not-to-exceed Contract amount to \$36,900.

NOW THEREFORE, in consideration of the mutual promises, representations, terms, and covenants set forth herein, the parties hereto agree as follows:

- I. Exhibit "B" of the Contract is hereby deleted in its entirety and replaced with Exhibit "B-01" attached hereto, and incorporated herein by reference. All references in the Contract to Exhibit "B" are hereby replaced with Exhibit "B-01".
- II. Article 3(A) of the Contract is hereby amended to replace Thirty six thousand five hundred Dollars (\$36,500) with Thirty Six Thousand Nine Hundred Dollars and No Cents (\$36,900).
- III. Article 3(C) of the Contract is hereby amended to replace Five Hundred Dollars (\$500) with Nine Hundred Dollars (\$900).
- IV. The total not-to-exceed Contract amount is increased to \$36,900.
- V. Except as expressly modified herein, all provisions of the Contract (R2015-0095) are hereby confirmed and ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the County, and DBC has hereunto set its hand the day and year first above written.

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

DESTINY BY CHOICE, INC.

By: Stephane Leprieux
County Administrator or Designee

By: J.R. Thicklin
J.R. Thicklin
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: AD Cuff
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Miss Bismar
Division Director

EXHIBIT "B-01"
SCHEDULE OF PAYMENTS

<u>Services</u>	<u>Unit Type</u>	<u>Billing Rate</u>	<u># of units</u>	<u>Amount</u>
Education and Training	1 hour	\$50.00	720	\$36,000
Mileage				<u>\$900</u>
TOTAL CONTRACT AMOUNT NOT TO EXCEED:				\$36,900

**FIRST AMENDMENT TO CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND
COALITION FOR INDEPENDENT LIVING OPTIONS, INC.**

THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND COALITION FOR INDEPENDENT LIVING OPTIONS, INC. (hereinafter "First Amendment") is made as of this 15th day of September 2016, 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 Center for Independent Living Options, Inc. (hereinafter referred to as "CILO"), a not for profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 65-0174695.

WITNESSETH:

WHEREAS, the County and CILO entered into a Contract for Consulting/Professional Services Between Palm Beach County and Coalition for Independent Living Options, Inc. (R2015-0096) (the "Contract") on January 13, 2015, with a termination date of September 30, 2017, and with a not-to-exceed Contract amount of \$9,500; and

WHEREAS, the Contract amount of \$9,500 will not cover the cost of the anticipated remaining education and training services through the termination date of the Contract; and

WHEREAS, the parties have agreed to increase the Contract amount for education and training services and thereby increase the total Contract not-to exceed amount from Nine Thousand Five Hundred Dollars (\$9,500) to Fourteen Thousand Nine Hundred Dollars (\$14,900).

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

- I. The recitals are affirmed and ratified and incorporated herein by reference.
- II. Exhibit "B" of the Contract is hereby deleted and replaced with Exhibit "B-01" attached hereto and incorporated herein by reference. All references in the Contract to Exhibit "B" are replaced with Exhibit "B-01".
- III. Article 3(A) of the Contract is amended by replacing Nine Thousand Five Hundred Dollars (\$9,500) with Fourteen Thousand Nine Hundred Dollars and No Cents (\$14,900).
- IV. Article 3(C) of the Contract is amended by replacing Five Hundred Dollars (\$500) with Nine Hundred Dollars and No Cents (\$900)
- V. Except as expressly modified herein, the provisions of the Contract (R2015-0096) are hereby confirmed and ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, by and through its authorized representative, has made and executed this First Amendment on behalf of the County and CILO has hereunto set its hand the day and year first above written.

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

**CENTER FOR INDEPENDENT
LIVING OPTIONS, INC.**

By: Stephanie Semich
County Administrator or Designee

By: Dan E. Shorter
Dan E. Shorter
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Nicole Bishop
Division Director

EXHIBIT "B-01"AMENDED SCHEDULE OF PAYMENTS
Amending Original Contract (R 2015-0096)

<u>Services</u>	<u>Unit Type</u>	<u>Billing Rate</u>	<u># of units</u>	<u>Amount</u>
Education and Training	1 hour	25.00	560	\$14,000
Mileage				<u>\$900</u>
TOTAL CONTRACT AMOUNT NOT TO EXCEED:				\$14,900

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter the "First Amendment") is made as of 15th of September 2016, 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 Office of the State Attorney-Fifteenth Judicial Circuit (hereinafter referred to as the "SAO"), a Florida Constitutional Officer, whose Federal I.D. is 65-1150231.

WITNESSETH:

WHEREAS, on February 2, 2015, the COUNTY and SAO entered into the Interlocal Agreement For Investigative Services between Palm Beach County and Office of the State Attorney-Fifteenth Judicial Circuit (R2015-0340) (the "Interlocal Agreement") with a termination date of September 30, 2017; and

WHEREAS, the SAO has recently requested the purchase of 23 laptop computers and computer cases to enhance prosecution efforts; and

WHEREAS, the Interlocal Agreement has a not-to-exceed total contract amount of \$30,000.00 which includes investigative expenses and no equipment expenditures; and

WHEREAS, the parties have agreed to increase the original not-to-exceed contract amount by \$500.00, and to decrease investigate service expenditures in order to fund the computer purchases; and

WHEREAS, the parties agree to increase the Interlocal Agreement not-to-exceed contract amount to \$30,500.00 and to revise the scope of work and schedule of payments to reflect the agreed upon amendments.

NOW THEREFORE, in consideration of the mutual promises, representations, terms and covenants set forth herein, the parties agree as follows:

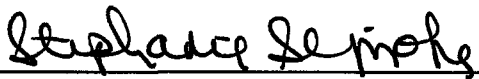
- I. The foregoing recitals are hereby approved and are incorporated herein.
- II. All references in the Interlocal Agreement to Exhibit "A" are hereby amended to Exhibit "A-01". All references in the Interlocal Agreement to Exhibit "B" are hereby amended to Exhibit "B-01".
- III. Article 3 of the Interlocal Agreement is amended by increasing the not-to-exceed contract amount to \$30,500.00.
- IV. Exhibit "A" is hereby deleted in its entirety and replaced with the attached Exhibit "A-01" in order to authorize the purchase of equipment to support domestic violence prosecution and victim advocacy services.

- V. Exhibit "B" is hereby deleted in its entirety and replaced with the attached Exhibit "B-01". Exhibit "B-01" reduces investigative services units from 1,058.57 to 176.85 in order to offset a portion of the cost of the computer equipment, and increases the not-to-exceed contract amount from \$30,000.00 to \$30,500.00.
- VI. Except as specifically modified herein, the provisions of the Interlocal Agreement (R-2015-0340) are hereby confirmed and remain in full force and effect.

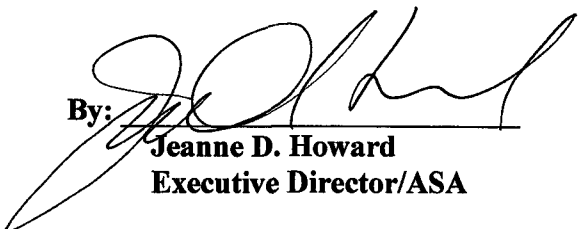
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IN WITNESS WHEREOF, the Board of County Commissioners Beach County, Florida, through its authorized representative has made and executed this First Amendment on behalf of the County, and the SAO has hereunto set its hand the day and year first above written.

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: 
County Administrator or Designee

**OFFICE OF THE STATE ATTORNEY
FIFTEENTH JUDICIAL CIRCUIT,
A Florida Constitutional Officer**

By: 
Jeanne D. Howard
Executive Director/ASA

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Division Director

EXHIBIT A-01

SCOPE OF WORK

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

DISTINGUISHING CHARACTERISTICS OF WORK

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

EXAMPLES OF WORK PERFORMED

May respond to cases of sexual assault with the Project's Sexual Assault Response Team;
May conduct investigations of sexual assault and domestic violence cases;
May assist local and state law enforcement agencies in conducting investigations;
May evaluate evidence of investigations; prepare reports and findings;
May make arrests on probable cause with or without search warrants, including pursuit, apprehension and arrest of violators of criminal activities;
May testify in court on sexual assault and domestic violence cases;
May attend case staffing and assist with case management through final disposition;
May attend the SART meetings scheduled monthly and professional trainings specific to SART.

MINIMUM TRAINING AND EXPERIENCE

Graduation from standard high school and five years of sworn investigative or sworn law enforcement experience;
Successful completion of college course work may be substituted at a rate of 30 semester hours or 45 quarter hours on a year-for-year basis for a maximum of four years of the required experience;
Possess a State of Florida, Division of Criminal Justice, Standards and Training Certificate, and meet the requirements of Section 943.13, Florida Statutes;
An equivalency diploma issued by a state department of education of the United States Armed Forces Institute, or a qualifying score on the Division of Personal Education Attainment Comparison Test may be substituted for high school graduation.

Attachment # 4

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RETIREMENT CATEGORY

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

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

EQUIPMENT

The purchase of 23 laptop computers and computer cases for the Domestic Violence Unit (DOVE), Intake, Sexual Violence Unit (SVU) prosecutors, and specially assigned advocates, to enhance prosecution efforts. Equipment will be used primarily to provide domestic violence and sexual assault services and for administrative and support services related to providing domestic violence and sexual assault services. Equipment will be selected based on technical specifications determined by the SAO. Initial imaging, on-going maintenance, and all other costs or expenses associated with the Equipment shall be the responsibility of the SAO. Equipment costs shall not exceed the authorized Equipment costs as set forth on Exhibit "B-01". All Equipment shall remain in the possession of the SAO upon the expiration of the Grant on Sept 30, 2017 and shall continue to be used to enhance prosecution of domestic violence and sexual assault cases. Laptops will contain confidential, sensitive law enforcement information that cannot be released in any manner. County will not require the return of said equipment provided said equipment remains in the Palm Beach County State Attorney's possession and is used for the purposes authorized herein. County will be notified of any proposed disposition of inoperable or obsolete equipment.

Attachment # 4

Page 5 of 6

EXHIBIT "B-01"

SCHEDULE OF PAYMENTS

INVESTIGATIVE SERVICES				
Description	Unit Type	Billing Rate	Number	Amount
Investigative Services	Hourly	\$28.34	Up to 176.85	\$5,011.86
Sub-Total Investigative Services				\$5,011.86

Payment shall be reimbursed based on the above hourly rate, up to 176.85 hours.

EQUIPMENT COSTS			
Description	Unit Cost	Number	Amount
Laptop Computers	\$1,087.18	23	\$25,005.14
Notebook Case	\$21.00	23	\$483.00
Sub-Total Equipment			\$25,488.14

Payment shall be reimbursed based on the actual equipment cost in an amount that shall not exceed \$25,488.14.

NOTE: The total cost of investigative services and equipment cannot exceed the total contract not-to-exceed amount of \$30,500.

Attachment # 4

Page 6 of 6

**CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND
THE LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.**

This Contract is made as of the 15th day of September, 20 16, 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 (Legal Aid Society of Palm Beach County, Inc.), a (non-profit corporation) authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT (including, but not limited to, entity, vendor, contractor), whose Federal I.D. is 59-6046994.

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 legal services to victims of domestic violence, dating violence, stalking, and/or sexual assault, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Rob Shelt, Sr. Program Manager, telephone no. 561-625-2525.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Robert Bertisch, Executive Director, telephone no. 561-655-8944.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2016 and complete all services by September 30, 2017. The parties agree that the CONSULTANT will be entitled to payment for services rendered beginning on October 1, 2016, notwithstanding the date the contract is executed by the Board of County Commissioners or its designee.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of twenty-five thousand Dollars (\$ 25,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The

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

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed
N/A
Dollars (\$ 0.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in

accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

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

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

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

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

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance 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, 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
Public Safety Department
Attn Rob Shelt

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 a court of competent jurisdiction located in Palm Beach County, Florida. 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, or genetic information.

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

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:

Stephanie Sejnoha, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

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

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

Robert Bertisch, Executive Director
Legal Aid Society of Palm Beach County, Inc.
423 Fern Street, Suite 200
West Palm Beach, FL 33401

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.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep

and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of 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.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: Stephanie Seinoke
County Administrator or Designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Neon Bishop
Division Director

CONSULTANT:

Legal Aid Society of Palm Beach County, Inc.

Company Name

Signature

Robert Bertisch, Esq.

Typed Name

Executive Director

Title

(corp. seal)

**SCOPE OF WORK
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC. (CONSULTANT)
PROFESSIONAL SERVICES CONTRACT**

Legal Services to Victims of Domestic Violence, Dating Violence, Stalking, and Sexual Assault

The CONSULTANT will provide legal services to victims of domestic violence, dating violence, stalking, and sexual assault in crisis situations to maximize their continued safety and the security of their families. Services will be provided by staff attorneys and include advice and legal consultation, representation at domestic violence injunction hearings and referrals where appropriate to ensure the safety of each client.

To be eligible for these services, an individual must be a victim of domestic violence, dating violence, stalking, and/or sexual assault. Services will be provided, based on need, in North County (Palm Beach Gardens), Central County (West Palm Beach), South County (Delray Beach), and West County (Belle Glade).

Outcome Indicator

Victims of domestic violence, dating violence, and stalking, and/or sexual assault will receive up to 297.61 hours of legal services.

Attachment # 5

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SCHEDULE OF PAYMENTS

Description	Unit Type	Billing Rate	# of Units
Legal Services	hourly	\$84.00	297.61

1. Invoices will be prepared monthly and submitted to the County's representative no later than the 15th of each month.
2. Support documentation for legal services includes the following: date of service, client ID, consultant's staff member name, activity type, hours, crime/violence type, and activity code (interview, travel, e-mail, draft pleading memo, court appearance/trial, research, training, client interview, preparing case for hearing/trial, etc) and referring agency name.

TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$25,000