

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	<u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

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: _____ *[Signature]* 9/14/16

III. REVIEW COMMENTS

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

_____ *[Signature]* 10/31/16
 OFMB *[Signature]* 10/28
[Signature] 10/28/16

_____ *[Signature]* 11/10/16
 Contract Administration
[Signature] 11/10/16

B. Legal Sufficiency:

_____ *[Signature]* 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.

Attachment # 1

Page 1 of 3

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**

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

By: Stephanie Seriola
County Administrator or Designee

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: Tracy 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

Attachment # 1

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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
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
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

Attachment # 2

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**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: Stephan 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

Attachment # 3

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter the "First Amendment") is made as of 15^{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 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.

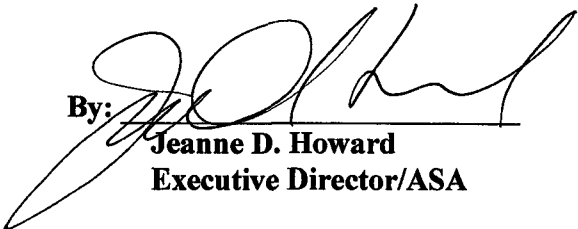
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IN WITNESS WHEREOF, the Board of County Commissioners Beach County, Florida, through its authorized representative has made and executed this First Amendment on behalf of the County, and the SAO has hereunto set its hand the day and year first above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

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

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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

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**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, 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 (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/liason during the performance of this Contract shall be Rob Shelt, Sr. Program Manager, telephone no. 561-625-2525.

The CONSULTANT'S representative/liason 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: