



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	* =====	=====	=====	=====	=====

# ADDITIONAL FTE POSITIONS (Cumulative)      \_\_\_\_\_ 0      \_\_\_\_\_ 0      \_\_\_\_\_ 0      \_\_\_\_\_ 0      \_\_\_\_\_ 0

Is Item Included In Current Budget?    Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account Exp No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RevSc \_\_\_\_\_

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

Fund:  
 Unit:  
 Grant:

\* The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the County and Palm Beach State College. In the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party will be responsible for their own costs.

Departmental Fiscal Review: \_\_\_\_\_ *[Signature]* 10/31/14

**III. REVIEW COMMENTS**

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

*[Signature]*  
 \_\_\_\_\_  
 OFMB      11/14/14

*[Signature]*  
 \_\_\_\_\_  
 Contract Administration  
 11/22/14

**B. Legal Sufficiency:**

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**PALM BEACH COUNTY AND PALM BEACH STATE COLLEGE**

This Memorandum of Agreement (MOA) is entered into on \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and Palm Beach State College ("PBSC"), which are the parties hereto.

**WITNESSETH**

**WHEREAS**, this MOA formalizes the commitment of the parties to work together to provide crisis response, forensic examinations, advocacy & trauma-informed services to student and employee victims of sexual assault and to improve the overall response to victims of sexual assault at PBSC. The parties share the goal of preventing sexual assault on campus and in the community, and responding appropriately to students and employees who have been victimized.

**NOW THEREFORE**, subject to controlling law, rules or regulations or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

This Agreement shall begin on the Effective Date and shall extend for a period of three (3) years thereafter unless terminated earlier in accordance to this MOA. This Agreement may be renewed for an additional two (2) year period, after the initial agreement term, upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at each party's sole discretion. The renewal term shall be considered separate and shall require the execution of a renewal amendment that shall be signed by both parties.

**II. SCOPE OF AGREEMENT**

Each party agrees to act in good faith to observe the terms of this MOA; however, nothing in this MOA is intended to require any unlawful or unauthorized act by any Party. No provision of this MOA shall form the basis of a cause of action of law or equity by any Party against any other Party, nor shall any provision of this MOA form the basis of a cause of action at law or equity by any third party. This MOA is effective upon signature by each Party.

County and PBSC agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, staffing and resource availability, and budgetary constraints.

**III. SERVICES**

PBSC and County agree to provide victim services to students and faculty/staff, in a manner that aligns with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq., the Violence Against Women Act (VAWA), P.L. 103-322, Violence Against Women Reauthorization Act (VAWRA) of 2013, P.L. 113-4, and Cleary Act, 20 U.S.C. 1092 (f), and best practice standards in the field of sexual violence victim services, and commensurate with services available to crime victims in the community at large.

**A. Responsibilities of PBSC**

1. Identify a point of contact for County to facilitate referrals for confidential services.

2. Collaborate with County on programs to prevent sexual violence and other crimes against persons on campus.
3. Appoint a representative to serve on the County Sexual Assault Response Team (SART).
4. Any time that an incident or allegation of sexual abuse is discovered or reported that requires the activation of this agreement, PBSC will call, if requested by the student or faculty member, County to request a victim advocate respond to accompany the victim during law enforcement interviews, sexual assault forensic exam and/or provide other advocacy services.
5. Assist in the elimination of perceived barriers for victims of sexual violence to receive necessary support and services by relaying contact information about County services to crime victims.
6. Ensure that the helpline phone number and brochures are available to students and faculty and placed in prominent areas.
7. Provide for logistical needs that the County may have when performing services under this agreement.
8. Respect the nature of privileged communication between County on sexual assault cases and abide by all state and federal laws governing confidentiality.
9. Remain committed to supporting students under Title IX, VAWA, and the Cleary Act.
10. Provide information/training to County about on-campus resources that are available to student and faculty victims of sexual assault, new developments/directives of federal and state requirement of colleges in responding to sexual assault to include reporting procedures, information on the student code of conduct and disciplinary process, and educational accommodations that can be provided to victims of sexual assault.
11. Communicate any questions or concerns to the County.

B. Responsibilities of County

1. Identify a point of contact for PBSC to facilitate referrals for confidential services.
2. Collaborate with County on programs to prevent sexual violence and other crimes against persons on campus.
3. Notify the PBSC representative of SART meetings.
4. Maintain privileged communication with clients as required by state and federal law and the County policy.
5. Obtain informed consent before releasing any information to PBSC, campus security, or local law enforcement, except as required by court order, subpoena or other legal

requirement. Any release obtained will be written, informed, and reasonably limited in time.

6. Provide a 24/7 rape crisis helpline, staffed by certified rape crisis victim advocates.
7. Provide a certified rape crisis victim advocate to respond to requests for advocacy and accompaniment during sexual assault forensic exams and investigatory interviews.
8. Provide a sexual assault nurse examiner (SANE), if available, to conduct forensic examinations.
9. Provide follow-up crisis intervention, advocacy services, and therapy services to crime victims.
10. Support the training and professional development of staff at PBSC in terms of the victim centered approach and best practices.
11. Communicate any questions or concerns to the PBSC.

#### IV. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

#### V. AGREEMENT MANAGEMENT

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

##### A. County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

Nicole Bishop  
Palm Beach County Board of County Commissioners  
Director, Division of Victim Services  
205 North Dixie Highway  
West Palm Beach, FL 33401  
561-355-1723 (office)  
561- 723-4789 (cell)  
[nbishop@pbcgov.org](mailto:nbishop@pbcgov.org)(e-mail)

##### B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR PBSC**

Mareta Iosia-Sizemore, Student Life Director /  
Title IX Coordinator  
Student Services  
4200 Congress Avenue  
Lake Worth, FL 33461  
Telephone: (561) 868-3842  
Fax: (561) 868-3141  
E-mail: [iosiasm@palmbeachstate.edu](mailto:iosiasm@palmbeachstate.edu)

**FOR COUNTY**

Carol Messam-Gordon, Victim Services  
Program Coordinator  
Division of Victim Services  
4210 North Australian Avenue  
West Palm Beach, FL 33407  
Telephone: (561) 625-2568  
Fax: (561) 845-4424  
E-mail: [cmessamg@pbcgov.org](mailto:cmessamg@pbcgov.org)

C. Legal Notices To County

Palm Beach County Attorney's Office  
Attn: Public Safety-Victim Services  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-659-7974

D. Legal Notice to PBSC

Palm Beach State College- Office of General Counsel  
Attn: Kevin Fernander, Esq.  
4200 Congress Avenue  
Lake Worth, Florida 33461

**VI. REVIEW AND MODIFICATION**

On an annual basis upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. If the parties mutually agree that the terms and conditions require update or revision, the parties may renegotiate terms and conditions hereof which shall be documented in an amendment to this Agreement executed by both parties. There is no obligation to agree to new or revised terms and conditions and both parties retain the right of termination as set forth in Section V below.

Modifications to the provisions of this Agreement, with the exception of Section V, Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

**VII. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained, to the addresses in Section V.

**VIII. OTHER CONDITIONS**

A. Public Records Law

The County and PBSC each agree to: (a) keep and maintain public records that would ordinarily and necessarily be required to perform the services or duties of this Agreement; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes, or other applicable legal authority regarding access to public records, or confidentiality regarding student or academic records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law. PBSC and County agree to consult with each other regarding public record requirements prior to the dissemination or release of records in response to a public record request.

B. Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by Section 768.28, Florida Statutes, the County shall indemnify, defend, and hold harmless the PBSC including its employees, agents, officers, and elected officials, from any and all actions, claims or damages, arising out the County's negligence in connection with this MOA, and to the extent permitted by Section 768.28, Florida Statutes, PBSC shall indemnify, defend and hold harmless County, including its employees, agents, officers, and elected officials, from any and all actions, claims or damages, arising out of the PBSC's negligence in connection with this MOA. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits of Florida Statutes §768.28, nor shall it be construed to be consent to be sued by third parties by either party, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

C. Confidentiality

County shall ensure all staff assigned to this MOA maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The PBCSC and the County agree that all information and records obtained in the course of providing services under this MOA shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Nicole Bishop, Director of Victim & Justice Services. The Director of Victim & Justice Services shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the MOA Managers. If the decision is not acceptable to the PBSC, then MOA can be canceled immediately.

E. Data Sharing

PBSC and County acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The parties acknowledge that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The parties therefore agree, consistent with public records law, to refer third parties requesting delivery of information to the originating party. The parties further agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law. Each party shall

provide advance copies of documents involving the other party's data for review to provide opportunity for comment on confidential information as described herein prior to publication.

F. Notices

All notices required or permitted by this MOA shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section V above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

G. Health Insurance Portability and Accountability Act

The parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Execution of this MOA is evidence of agreement to comply with HIPAA.

H. Insurance

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

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

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

When requested, the parties shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the parties of their liability and obligations under this Agreement.

I. Employee Status

This MOA does not create an employee/employer relationship between the parties. It is the intent of the parties that the PBSC and County are independent contractors under this MOA and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this MOA shall be those of each individual party. Services provided by each party pursuant to this MOA

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shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This MOA shall not be construed as creating any joint employment relationship between the Parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this MOA or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

K. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the County understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Palm Beach County has established the Office of the Inspector General in County Code, Section 2-421 - 2-440, as may be amended. PBSC acknowledges its duty to cooperate with the County's Inspector General in any investigation, audit, inspection, review or hearing.

L. Nondiscrimination

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Both parties shall assure and hereby certify that they will comply with the Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R2014-1421, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring pursuant to this MOA.

M. Appropriations

Each party's performance and obligations under this MOA for subsequent fiscal years are contingent upon annual appropriations for its purpose.

N. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS THEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, by and through its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Stephanie Lemich  
Department Director

PALM BEACH STATE COLLEGE

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Martha Josia Sizemore, Title IX Coord.  
Print Name and Title

By: [Signature]  
Kevin A. Fernander, General Counsel  
Print Name and Title