

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: July 10, 2018	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

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

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Memorandum of Understanding (MOU) with Catholic Charities of the Diocese of Palm Beach, Inc. to formalize the coordination efforts for the delivery of forensic examinations, advocacy services and counseling services for identified human trafficking victims of sexual assault. The terms of this agreement commences on May 15, 2018, and continues through September 30, 2019 with no financial obligation.

**Summary:** The MOU outlines the respective duties, responsibilities, policies, and procedures that will be undertaken by Catholic Charities of the Diocese of Palm Beach, Inc. and the County when providing forensic examinations, advocacy services and counseling services to identified trafficking victims of sexual assault. With specific grant directives imposed on Catholic Charities of the Diocese of Palm Beach, Inc., in handling human trafficking victims of sexual assault, this agreement establishes a coordinated and comprehensive response for victim services at the local level. Catholic Charities of the Diocese of Palm Beach, Inc. previously provided services to human trafficking victims of sexual assault. However, this agreement formalizes the cooperative arrangements between Catholic Charities of the Diocese of Palm Beach, Inc. and the County to ensure a coordinated response is provided to human trafficking victims of sexual assault and is commensurate with services available to sexual assault victims in the community at large. Countywide (LDC)

**Background and Justification:** The MOU provides for cooperation that is consistent and aligns with the obligations of the grant awarded to Catholic Charities of the Diocese of Palm Beach, Inc. As the certified rape crisis center for Palm Beach County, the Division of Victim Services provides sexual assault victim services to all persons including human trafficking victims of sexual assault. Catholic Charities previously provided services to human trafficking victims of sexual assault; however, this agreement will now formalize the relationship with the County to establish a coordinated effort to assist these victims.

**Attachment:**  
1) MOU with Catholic Charities of the Diocese of Palm Beach, Inc.

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Recommended by:	<u></u>	<u>6/13/18</u>
	Department Director	Date

Approved By:	<u></u>	<u>6/28/18</u>
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Services					
Operating Costs					
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				

### # ADDITIONAL FTE

POSITIONS (Cumulative)      0      0      0      0      0

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

Does this item include the use of federal funds?    Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account Exp No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Obj. \_\_\_\_\_ Prog. \_\_\_\_\_

Rev No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Rev. \_\_\_\_\_ Prog. \_\_\_\_\_

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

Grant:

Fund:

Unit:

The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the County and Catholic Charities of the Diocese of Palm Beach County, Inc. In the event that cost are incurred as a result of either or all of the parties performing their duties or responsibilities under this agreement, each party will be responsible for their own cost.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

Robert Browne 6/15/18      D. S. Javala 6/27/18  
6/14      OFMB      6/14      Contract Dev. And Control

### B. Legal Sufficiency:

Jim Chapman 6/28/18  
Assistant County Attorney

6/27/18 TH

### C. Other Department Review:

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CATHOLIC CHARITIES OF THE DIOCESE OF PALM BEACH, INC.  
AND  
PALM BEACH COUNTY VICTIM SERVICES**

This MEMORANDUM OF UNDERSTANDING is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 CATHOLIC CHARITIES OF THE DIOCESE OF PALM BEACH, INC., a not for profit corporation authorized to do business in the State of Florida, hereinafter referred to as the PARTNER, whose Federal I.D. is 59-2470479.

**WHEREAS**, Catholic Charities of the Diocese of Palm Beach Inc., has received grant #2016-VT-BX-K013 from the United States Department of Justice (the "Grant") to, among other things, provide case management services to victims of human trafficking in Palm Beach County, Florida for the period October 1, 2016, through September 30, 2019; and

**WHEREAS**, pursuant to its obligations under the Grant, PARTNER is in need of food, housing, crisis stabilization, detoxification, addiction treatment, medical, mental health, interpretation, legal, immigration, vocational, educational, and life skills services in order to serve victims of human trafficking; and

**WHEREAS**, COUNTY is a provider of crisis response, advocacy, and counseling services and is willing to provide such services to victims of human trafficking whose case management is being provided by PARTNER pursuant to the Grant;

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

**ARTICLE 1 - SERVICES**

The PARTNER'S responsibility under this Agreement is to provide services to victims of human trafficking, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S responsibility under this Contract is to provide services to victims of human trafficking, as more specifically set forth in the Scope of Work detailed in Exhibit "B".

The COUNTY'S representative/liaison during the performance of this Contract shall be Carol Messam-Gordon, Victim Services Program Coordinator, telephone no. 561-625-2567.

The PARTNER'S representative/liaison during the performance of this Contract shall be Christina Silvestre, telephone no. 561-345-2008.

**ARTICLE 2 - SCHEDULE**

The term of this Agreement shall commence on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue through September 30, 2019.

**ARTICLE 3 – FINANCIAL OBLIGATIONS**

The parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. 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

**ARTICLE 4- PERSONNEL**

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee/student of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

**ARTICLE 5 - TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. Furthermore, either party may terminate this Agreement by written notice if the other party is in default hereunder and fails to cure the default within twenty (20) days of receipt of written notice specifying the default.

**ARTICLE 6 - INSURANCE**

- A. PARTNER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. PARTNER 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 PARTNER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PARTNER under the agreement.
- B. **Commercial General Liability** PARTNER 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. PARTNER shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** PARTNER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, nonowned and hired automobiles. In the event PARTNER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PARTNER 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. PARTNER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** PARTNER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PARTNER shall provide this coverage on a primary basis.
- E. **Professional Liability** PARTNER 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 PARTNER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PARTNER 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, PARTNER shall purchase a SERP with a minimum reporting period not less than 3 years. PARTNER shall provide this coverage on a primary basis.

**Additional Insured** PARTNER 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." PARTNER shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** PARTNER 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 PARTNER 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 PARTNER enter into such an agreement on a pre-loss basis.

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- G. **Certificate(s) of Insurance** Prior to execution of this Agreement, PARTNER 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 Board of County Commissioners  
c/o Nicole Bishop, Director, Division of Victim Services  
205 North Dixie Highway  
West Palm Beach, FL 33401  
561-355-1723 (office)  
nbishop@pbcgov.org(e-mail)
- H. **Umbrella or Excess Liability** If necessary, PARTNER may satisfy the minimum limits required above for 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 7 - INDEMNIFICATION**

PARTNER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of PARTNER.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The COUNTY and the PARTNER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PARTNER shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**ARTICLE 9 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or PARTNER.

**ARTICLE 10 - CONFLICT OF INTEREST**

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

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

**ARTICLE 11 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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 PARTNER 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 12 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The PARTNER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the PARTNER'S sole direction, supervision, and control. The PARTNER'S shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the PARTNER'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 PARTNER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 13 - CONTINGENT FEES**

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

**ARTICLE 14 - ACCESS AND AUDITS**

The PARTNER shall maintain adequate records for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the PARTNER'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 PARTNER, 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 15 - NONDISCRIMINATION**

The PARTNER 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 or expression, or genetic information.

#### **ARTICLE 16 AUTHORITY TO PRACTICE**

The PARTNER 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 17 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 18 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the PARTNER 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 19 - 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 PARTNER of the COUNTY'S notification of a contemplated change, the PARTNER 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

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

If the COUNTY so instructs in writing, the PARTNER 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 PARTNER shall not commence work on any such change until such written amendment is signed by the PARTNER and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 20 NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Nicole Bishop  
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)  
nbishop@pbcgov.org(e-mail)

With copy to:

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

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

Christina Silvestri  
Anti-Human Trafficking Program Administrator  
Catholic Charities Diocese of Palm Beach  
561-345-2008 (office)  
203-305-0009 (cell)  
561-688-3977 (fax)  
csilvestri@ccdpc.org

#### **ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the PARTNER 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 Agreement may be added to, modified, superseded

or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

## **ARTICLE 22 - CRIMINAL HISTORY RECORDS CHECK**

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

## **ARTICLE 23 - REGULATIONS; LICENSING REQUIREMENTS**

The PARTNER 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 24 SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the PARTNER 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 PARTNER, 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 25 - 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 Partner 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.

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- 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 Partner 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 Agreement, if the Partner does not transfer the records to the public agency.
- D. Upon completion of the Partner the Consultant shall transfer, at no cost to the County, all public records in possession of the Partner 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 Partner transfers all public records to the County upon completion of the Agreement, the Partner shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Partner keeps and maintains public records upon completion of the Agreement, the Partner shall meet all applicable requirements for retaining public records. All records stored electronically by the Partner 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 Partner to comply with the requirements of this article shall be a material breach of this Agreement. 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. Partner 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 PARTNER 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 Agreement on behalf of the COUNTY and PARTNER has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

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

PARTNER:

Catholic Charities of the Diocese of  
Palm Beach, Inc.

Company Name

Signature

Francisco Chevere

Typed Name

Executive Director

Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By Seirick  
Department Director

(corp. seal)

WITNESS:

BY: (signature) Theresa Maia

Print Name: THERESA MAIA

Title: HR. DIRECTOR

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## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Partner shall be responsible for the following as it relates to victims of human trafficking:

1. Coordinate placement of trafficking victims with partner.
2. Provide relevant information to Partner about any clients placed with Partner.
3. Provide Intensive Case Management Services.
4. Conduct client intake and eligibility assessment.
5. Refer for appropriate physical, mental, and substance abuse care needs when applicable.
6. Provide interpreter-translator services when necessary.
7. Provide transportation when necessary.
8. Provide victim advocacy to clients when necessary.
9. Provide or refer for literacy education, job training and/or GED assistance, employment services and life skill training when applicable.
10. Manage the Human Trafficking Hotline phone.
11. Provide 24-hour crisis response to victims of trafficking in Palm Beach County, Florida.

## **EXHIBIT "B"**

### **SCOPE OF WORK**

The County shall be responsible for the following as it relates to victims of human trafficking:

1. Provide Sexual Assault Nurse Examiners (SANE) to perform free sexual assault kits on victims of human trafficking over the age of 13 at area hospital or The Butterfly House.
2. Provide on-going victim advocacy for identified human trafficking victims of sexual assault.
3. Provide counseling services for identified human trafficking victims of sexual assault.

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