

**Memorandum of Understanding
Between
Harbor House of Central Florida
Early Victim Engagement Team (EVE)
and
Orange County, Florida**

MEMORANDUM OF UNDERSTANDING

Harbor House of Central Florida (Harbor House) is the lead partner on the Early Victim Engagement Project (EVE), a project created out of the recommendation of the Orange County Domestic Violence Commission. Harbor House is entering into this Memorandum of Understanding (MOU) with Orange County, Florida (Orange County). Harbor House has been serving survivors of domestic violence in the Orange County area for over 40 years, with a strong mission to save lives. Harbor House services include emergency services (shelter), outreach, children's services, legal services, prevention, and community education.

The goal of EVE is to reduce the number of intimate partner homicides and increase successful prosecution rates in Orange County by collaborating with professionals in the civil and criminal justice system to enhance and maintain a comprehensive system of survivor safety and batterer accountability. The EVE team is comprised of Harbor House advocates and representatives of local law enforcement.

Harbor House is entering into this MOU through the Orange County Corrections Department, a department within Orange County, a charter county and political subdivision of the State of Florida (The Corrections Department). The Corrections Department Booking and Release Center (BRC) is the facility responsible for receiving, processing, and releasing those who are arrested within Orange County. At the BRC, community and criminal justice entities including the County and Circuit Courts, Office of the State Attorney, Office of the Public Defender, Clerk of Courts, Orange County Sheriff's Office, other local law enforcement agencies, and the Corrections Department work closely together to enhance public safety and have agreed to assist Harbor House in achieving successful implementation of the EVE project.

I. History of the Relationship

Harbor House and Orange County Corrections have a history of successful collaborations and have maintained good communications and success in the overall mission of saving lives. Orange County Corrections staff assists and supplies Harbor House advocates domestic violence victim information in a timely manner.

II. Roles, Responsibilities, and Commitments

Harbor House and Orange County will participate on the EVE project team and will:

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- Work cooperatively with each other and other community agencies to achieve project goals, including enhancing domestic violence victim safety, increasing batterer accountability, and reducing domestic violence homicide in Orange County, Florida.
- Share information regarding potential and active EVE cases not otherwise prohibited from disclosure by law.
- Reasonably ensure all information released to community partners adheres to confidentiality, victim/advocate privilege, and similar protocols addressing information sharing and cooperation in domestic violence prevention and investigation.
- Participate in conferences, bi-weekly or as mutually deemed necessary to ensure successful implementation of project activities and project sustainability.
- Participate in inter-agency problem-solving regarding all high lethality domestic violence cases.
- Review and refer domestic violence cases to EVE and provide appropriate resources to reasonably assure victim safety.
- Reasonably provide access to, or reports of, statistical information required for grant reporting.
- Participate in cross-training among the community partners and in training on safety planning, lethality assessment, confidentiality, and other relevant topics presented onsite by Harbor House.

III. Project Commitment

By signing this MOU, the project partners acknowledge their commitment to achieving the stated goals of the project.

IV. Additional Resources

The major contributions by Orange County to the project are staff time, meeting/workspace for an EVE advocate, and reasonable use of technology during the length of the project. Contributions will be donated for use without a fee. Any such EVE advocate shall be an employee of Harbor House, and nothing herein is intended to make such advocate an employee of Orange County. As such, any EVE advocate shall not be entitled to any benefits accruing to Orange County employees, including but not limited to Workers' Compensation benefits.

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V. Term, Termination

This MOU shall remain in effect from the latest date of the execution, unless earlier terminated by either party or upon mutual agreement by both parties.

VI. Indemnification

To the fullest extent permitted by law, Harbor House shall defend, indemnify, and hold harmless Orange County, its officials, employees, and agents from and against any and all claims, damages, losses, and/or expenses, including attorney fees and costs, arising out of, or resulting from, the acts, errors, or omissions of Harbor House, its officers, employees, agents, volunteers, and/or clients in connection with or pursuant to this MOU. This indemnification provision shall survive termination of this MOU.

VI. Insurance.

Harbor House shall throughout this collaboration maintain the following types of insurance coverage with limits as specified below:

- Commercial general liability and/or professional liability insurance, as its scope of services may require, with policy limits of at least one million dollars (\$1,000,000) and agrees to list Orange County as an additional insured on any and all liability insurance policies applicable to its presence at Orange County
- Workers' compensation coverage for all of its employees conducting activities on County property with statutory limits and not less than \$100,000 per accident for employers' liability. The policy shall include a waiver of subrogation in favor of Orange County.

REV 20-0411/12

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

Harbor House of Central Florida

By: _____

Title: CEO

Date: 5/13/24