





July 19, 2019

To: Mayor Jerry L. Demings  
And the Board of County Commissioners

Thru: Danny Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections   
Orange County Corrections Department

Contact: Rickey L. Dumas, Deputy Chief of Operations,  
Orange County Corrections Department

Subject: Approval and Execution of the Agreement between  
Harbor House of Central Florida, Inc. and Orange  
County, Florida for Early Victim Engagement Team  
Project Services

The previous agreement between Harbor House of Central Florida, Inc. ("Harbor House") and Orange County to provide Early Victim Engagement Team Project Services has expired, and a new agreement is needed. Under the new agreement, Harbor House will continue to provide these services as part of the Early Victim Engagement project at the Orange County Corrections Department (OCCD). Harbor House follows confidentiality guidelines and receives and shares information with the County and other community service providers with the goal of making the best services and resources available to victims of domestic violence. Orange County provides staff time, space, and reasonable use of technology and shares appropriate information by reviewing and referring domestic violence cases to Harbor House to assist in promoting victim safety. Information sharing is conducted in accordance with applicable federal, state, and local laws, as well as OCCD policy and procedures. The new agreement will be for a period of one year with up to four automatic one-year renewals.

**ACTION REQUESTED:**

Approval and execution of Agreement between Harbor House of Central Florida, Inc. and Orange County, Florida for Early Victim Engagement Team Project Services for a period of one year to continue to provide services for domestic violence victims.

cc: Rickey L. Dumas, Deputy Chief, Operational Services  
Anthony D. Watts, Sr., Deputy Chief, Administrative Services  
Lee Isbell, Senior Monitoring and Evaluation Coordinator  
File

**AGREEMENT**

**between**

**HARBOR HOUSE OF CENTRAL FLORIDA, INC.**

**and**

**ORANGE COUNTY, FLORIDA**

**for**

**Early Victim Engagement Team Project Services**

**This Agreement for Early Victim Engagement Team Project Services** (“Agreement”) is entered into by and between Harbor House of Central Florida, Inc., a Florida not-for-profit corporation (“Harbor House”) whose mailing address is P.O. Box 680748, Orlando, Florida 32868 and Orange County, a charter county and political subdivision of the State of Florida (“County”) whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801. Harbor House and the County may also individually be referred to as “party” and collectively as “parties.”

**RECITALS**

**WHEREAS**, Harbor House has been serving survivors of domestic violence for the Orange County area for over 40 years; and

**WHEREAS**, Harbor House has a strong mission to save lives through the services it provides which include emergency services (shelter), outreach, children’s services, legal services, prevention and community education; and

**WHEREAS**, Harbor House serves as the lead partner on the Early Victim Engagement project (hereinafter “EVE Project” or “Project”) which was created out of a recommendation of the Orange County Domestic Violence Commission; and

**WHEREAS**, the goal of the Project is to reduce the number of inmate partner homicides while increasing the successful prosecution rates, within Orange County, by collaborating with professional in the civil and criminal justice system in order to enhance and maintain a comprehensive system of survivor safety and batterer accountability through a team comprised of Harbor House associates and representatives from local law enforcement; and

**WHEREAS**, the County, through the Orange County Corrections Department (OCCD) receives, processes, and releases individuals who are arrested within Orange

County through the OCCD Booking and Release Center (BRC) and housed in the OCCD facility ("Facility"); and

**WHEREAS**, various community and criminal justice entities including the County and Circuit Courts, State Attorney's Office, Public Defender's Office, Clerk of Court, Orange County Sheriff's Office, and other local law enforcement agencies work closely with OCCD to enhance public safety and have agreed to assist Harbor House in successfully implementing the EVE Project; and

**WHEREAS**, the County recognizes and acknowledges the importance of the Project and its benefit to the safety and welfare of the general public.

**NOW, THEREFORE**, in accordance with the covenants and promises set forth herein, the parties agree as follows:

Section 1. ***Recitals.*** The above recitals are true and correct and are herein incorporated as part of this Agreement.

Section 2. ***Term and Termination.***

2.1 The term of this Agreement shall commence upon execution by the last signing party or execution by the County, whichever is later, for a period of one (1) year with up to four (4) automatic renewals, unless otherwise terminated by either party.

2.2 This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) day notice in writing to the other party.

2.3 Termination of this Agreement, by either party, shall comply with the notice requirements set forth in Section 13 of this Agreement.

Section 3. ***Harbor House Responsibilities.*** Harbor House shall be responsible for the following:

3.1 Providing Project services (collectively referred to as "Services") within the area of the Facility as designated by OCCD.

3.2 Working cooperatively with the County and other community agencies in order to provide the Services and achieve the Project goals including, but not limited to, enhancing domestic violence victim safety, increasing batterer accountability, and reducing domestic violence homicides in Orange County.

3.3 Sharing information regarding potential and active EVE Project cases, in accordance with Section 90.5036, Florida Statutes.

3.4 Ensuring that 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.

3.5 Participating in conferences, bi-weekly or as mutually deemed necessary by the party to ensure successful implementation of Project activities and sustainability.

3.6 Participating in inter-agency problem-solving regarding all high lethality domestic violence cases.

3.7 Ensuring that all Service providers performing under this Agreement have successfully completed the OCCD volunteer orientation prior to performing under this Agreement. No Harbor House staff members or volunteers shall be permitted access to the Facility without the required approval from OCCD.

3.8 Providing OCCD with a current list of approved Harbor House staff /volunteers designated to provide Services under this Agreement. Harbor House shall ensure that OCCD is immediately notified of any changes to the approved list of Service providers. Failure to provide such updates may result in denial of access to the Facility.

3.9 Keeping accurate and complete records and file all reports required under this Agreement, if any, in accordance with applicable County requirements.

3.10 Reviewing domestic violence cases to provide appropriate resources to reasonably assure victim safety.

3.11 Designating an individual to serve as a contract liaison between Harbor House and the County for the Services provided under this Agreement (“Harbor House Liaison”) and providing OCCD with the respective individual’s name and contact information.

Section 4. ***County Responsibilities.*** The County shall be responsible for the following:

4.1 Providing OCCD staff time, space and reasonable use of technology, as deemed available and at the discretion of OCCD, necessary for the providing of Services.

4.2 Sharing such information with Harbor House as deemed appropriate by OCCD in accordance with applicable federal, state and local laws and OCCD policy and procedures.

4.3 Participating in conferences, bi-weekly or as mutually deemed necessary by OCCD, to assist Harbor House in the successful implementation of Project activities and sustainability.

4.4 Participating in inter-agency problem-solving efforts regarding all high lethality domestic violence cases.

4.5 Reviewing and referring domestic violence cases to Harbor House to assist in promoting victim safety.

4.6 Providing reasonable access to applicable statistical information, in accordance with applicable federal, state and local laws and OCCD policy and procedures.

4.7 Participating in cross-training among the community partners and in training on safety planning, lethality assessment, confidentiality, and other relevant topics presented by Harbor House.

Section 5. ***Prohibit Entry and Removal from Premises.*** The County or OCCD may, at its sole and absolute discretion, prohibit entry into the Facility or authorize the removal of any Harbor House staff /volunteers from the Facility or County premises at any time.

Section 6. ***Insurance Requirements.*** Harbor House agrees to procure and maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Harbor House is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Harbor House under this Agreement.

Harbor House shall require and ensure that each of its sub-contractors/consultants providing Services hereunder (if any) procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (*Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com) <http://www.ambest.com>*)

Required Coverage:

1. Workers' Compensation - Harbor House shall maintain coverage for its employees and volunteers within statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County.

2. Commercial General Liability - Harbor House shall maintain coverage issued on the most recent version of the ISO form, as filed for use in Florida or its equivalent, with a limit of not less than \$1,000,000 per occurrence. Harbor House further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
3. Business Automobile Liability – Harbor House shall maintain coverage for all owned; non-owned, and hired vehicles issued on the most recent version of the ISO form, as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event Harbor House does not own automobiles, Harbor House shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Professional Liability – Harbor House shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment by any one person in the amount of \$1,000,000. Evidence of such coverage shall be made available to the County prior to the providing of any Services under this Agreement.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Harbor House’s most recent annual report or audited financial statement.

By entering into this Agreement, Harbor House agrees to provide a Waiver of Subrogation in favor of the County for each policy required herein. When required by the insurer or should a policy condition not permit Harbor House to enter into a pre-loss agreement to waive subrogation without an endorsement, then Harbor House agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Harbor House agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to all commercial general liability policies. The additional insured shall be listed in the name of the “**Orange County Board of County Commissioners.**”

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to the execution and commencement of any operations/ services provided under this Agreement, Harbor House shall provide the County with current certificates of

insurance evidencing all required coverage. In addition to the certificate(s) of insurance, Harbor House shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that Harbor House has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

**Orange County Board of County Commissioners**

Attn: Procurement Division  
400 East South Street  
Orlando, Florida 32801

***Protection of Property / Security.*** Harbor House shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- a. Harbor House shall take all reasonable precautions for the safety and protection of:
  - 1) All employees and all persons whom Harbor House suffers to be on the premises and other persons who may be affected thereby;
  - 2) All property, material and equipment on the premises under the care, custody or control of Harbor House; and
  - 3) Other property at or surrounding the premises including trees, shrubs, lawn, walks, pavement, and roadways.
  
- b. Harbor House agrees that the County does not guarantee the security of any equipment or personal property brought by Harbor House, its agents, employees or volunteers onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
  
- c. Harbor House shall comply with all and shall ensure that its contractors comply with all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
  - 1) Occupational Safety and Health Act (OSHA)
  - 2) National Institute for Occupational Safety & Health (NIOSH)
  - 3) National Fire Protection Association (NFPA)

Harbor House must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be access online at the address below:

[http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health\\_manual.htm](http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health_manual.htm)

- d. In any emergency affecting the safety of persons or property, Harbor House will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 7. ***Indemnification.*** To the fullest extent permitted by law, Harbor House shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of Harbor House or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

Section 8. ***Independent Contractor.*** Harbor House is an independent contractor and all Harbor House agents, representatives, employees, and volunteers shall remain agents, representatives, employees, and volunteers of Harbor House while performing under this Agreement.

Section 9. ***Assignment and Subcontracts.***

9.1 The parties deem the Services rendered by Harbor House under this Agreement to be personal in nature. Harbor House shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If Harbor House attempts to assign any of its rights or duties without prior written permission from the County, the County, in its sole discretion, may declare this Agreement to be void.

9.2 Harbor House shall not enter into any subcontracts for the performance of any Services performed under this Agreement without obtaining prior written approval from the County, which shall be attached to the original Agreement and subject to such conditions and provisions as the County may deem necessary. Notwithstanding the foregoing, and unless provided for herein, the County's prior written approval shall not be required for purchases made by Harbor House of such articles, supplies, and equipment which are both necessary and incidental to the performance of the Services performed under this Agreement. It shall further be agreed to by the parties that in no event shall the County be responsible, by its approval of any subcontracts or other provisions set forth in this Agreement, for any financial obligations not otherwise provided for in this Agreement or amendments thereto.



9.3 Failure to comply with the provisions set forth in this Section may result in immediate termination of this Agreement.

Section 10. **Tobacco Free Campus.** All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas, and worksites. It is also applicable to Harbor House, its employees, agents and volunteers during their performance under this Agreement on Facility or other County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

Section 11. **Use of County Logo.** Harbor House is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

Section 12. **Public Records Compliance Requirements.** Harbor House shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

Section 13. **Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses or to such other addresses as the parties may designate to each other in writing from time to time.

**To the County:** Orange County Corrections Department  
Attn: Contract and Agreement  
Monitor/Evaluator  
Orange County Corrections Fiscal Division  
P.O. Box 4970  
Orlando, Florida 32802-4970

**AND**

Orange County Administrator  
Administration Building, 5<sup>th</sup> Floor  
201 South Rosalind Avenue  
Orlando, Florida 32801

**To Harbor House:** Harbor House of Central Florida, Inc.  
P.O. Box 680748  
Orlando, Florida 32868

Section 14. **No Cost to County.** The Services provided by Harbor House under this Agreement shall be at no cost to the County or OCCD. Harbor House agrees to be

solely responsible for any and all costs incurred relating to the Services provided under this Agreement.

Section 15. **Compliance with Laws.** It shall be the responsibility of each party to be aware of federal, State and local laws relevant to this Agreement. Each party shall comply with all applicable requirements governing the duties, obligations, and business practices of that party and shall obtain any permits and licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

Section 16. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or in any way be construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

Section 17. **Assignments and Successors.** Each party binds itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to its partners, successors, executors, administrators, and assigns of such other party in respect to the covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

Section 18. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the other addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission. Manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

Section 19. **Waiver.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default. Any such notice shall be provided in accordance with the provisions set forth in Section 13 of this Agreement.

Section 20. **Third-Party Rights.** The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 22. **Litigation and Venue.** In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 23. **Remedies.** 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 or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 24. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement and any litigation that arising either directly or indirectly here from.

Section 25. **Jury Waiver.** Each party hereto hereby irrevocably waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

Section 26. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 27. **Amendments and Modifications.** No modification or amendment to this Agreement shall be binding upon any party to this Agreement unless reduced in writing and signed by a duly authorized representative of each party to this Agreement.

Section 28. **Headings.** The headings or captions of articles, section or subsections of this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 29. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the terms and conditions of this Agreement as stated herein.

Section 30. **Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement shall supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Brynn Burko  
for Jerry L. Demings  
Orange County Mayor

Date: 20 Aug 19

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

By: Jessica Vaughn  
for Deputy Clerk

Date: AUG 20 2019

HARBOR HOUSE OF CENTRAL  
FLORIDA, INC.

By: [Signature]

Title: CEO

Date: 8/21/19