



## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into as of **August 1, 2016** ("Effective Date") and will end on **July 31, 2017**, between the **State of Delaware, Criminal Justice Council**, ("CJC"), and **Michael Kelly**, an independent contractor, with offices at **820 North French Street, 10<sup>th</sup> floor, Wilmington, DE 19801 and Original On File** ("Contractor").

WHEREAS, CJC desires to obtain certain services for the Sexual Assault Kit Initiative Coordinator; and

WHEREAS, CJC and Contractor represent and warrant that each party has full right, power and authority to enter into and preform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, CJC and Contractor agree as follows:

### 1. Services.

1.1 Contractor shall perform for CJC the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict of inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) CJC's request for proposals, attached hereto as Appendix A; and the scope of work, attached hereto as Appendix B. The aforementioned documents are specifically incorporated into this Agreement and made a part of hereof.

1.3 CJC may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Contractor shall be furnished without the written authorization of CJC. When CJC desires any addition or deletion to this deliverables or a change in the Services to be provided under this Agreement, it shall notify Contractor, who shall then submit to CJC a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Contractor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 Contractor will not be required to make changes to its scope of work that result in costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## **2. Payment for Services and Expenses**

2.1 The terms of the initial contract shall be from August 1, 2016 through July 31, 2017. This contract will be extended for two additional consecutive years for a total of three years.

2.2 CJC will pay Contractor for the performance of services upon completion of deliverables outlined in Appendix A & B and upon submission of billing invoice by Contractor.

2.3 CJC's obligation to pay Contractor for the performance of services described in paragraph 2.2, and the Statement of Work will not exceed the fixed fee amount of \$75,500.00. It is expressly understood that the work defined in the appendices to this Agreement and/or scope of work must be completed by Contractor and it shall be Contractor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. CJC's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in CJC's purchased order(s) to Contractor.

2.4 Contractor shall submit invoices to CJC in sufficient detail to support the services provided during the billing period. CJC agrees to pay those invoices within thirty (30) days of receipt. In the event CJC disputes a portion of an invoice, CJC agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of CJC's position on the disputed portion if the invoice within thirty (30) days of receipt. CJC's failure to pay any amount of an invoice that is not the subject of a good-interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to Contractor, at the following address:

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor.

2.6 CJC is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 CJC shall subtract from any payment made to Contractor all damages, costs and expenses caused by Contractor's negligence, resulting from or arising out of errors or omission in Contractor's work products, which have not been previously paid to

Contractor. CJC must notify Contractor at least 10 business days before subtracting any amounts under the immediately preceding sentence and provide a report to Contractor at such time detailing the basis and computation upon which such amount was determined.

2.8 Invoices shall be submitted to:

Ms. Julie Bolline

Controller

Delaware Criminal Justice Council

820 N. French Street-10<sup>th</sup> floor

Wilmington, DE 19801

[Julie.Bolline@state.de.us](mailto:Julie.Bolline@state.de.us)

### **3. Responsibilities of CONTRACTOR.**

3.1 Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Delaware Department of Information Technology and Information (“DTI”) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished pursuant to this Agreement does not conform with the scope of work, CONTRACTOR shall, at an expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. CONTRACTOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to CJC caused by Contractor’s failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Contractor shall, without additional compensation, correct or revise any failures of its work products to meet the requirements of the scope of work.

3.3 Permitted or required approval by CJC of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of its work. CJC’s review, approval, acceptance, or

payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to CJC caused by Contractor's performance or failure to perform under this Agreement.

3.4 Contractor will manage the performance of services. All of the services specified by this Agreement shall be performed by Contractor.

3.5 Should Contractor's assigned personnel need to be diverted from the project for what are now unforeseeable circumstances, Contractor will notify CJC immediately and work out a transition plan acceptable to both parties, and to agree to an acceptable replacement to complete the performance of services under this Agreement. If Contractor fails to make a required replacement of personnel within 30 days, CJC may terminate this Agreement for default. Upon receipt of written notice from CJC that an employee of Contractor is unsuitable to CJC for good cause, Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 Contractor agrees that it will cooperate with CJC in the performance of services under this Agreement and will be available for consultation with CJC at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.7 Contractor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by CJC or any other political subdivision of CJC.

3.8 Contractor will not use CJC's name, either express or implied, in any of its advertising or sales material without CJC's express written consent.

3.9 The rights and remedies of CJC provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Time Schedule**

4.1 Any delay of services or change in sequence of tasks must be agreed to by both parties, either verbally or in writing.

4.2 In the event that Contractor fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional times as may be granted in writing by CJC, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this

Agreement or any extensions thereof, CJC shall suspend the payments scheduled as set forth in paragraph 2.2.

## **5. State Responsibilities**

5.1 In connection with Contractor's provisions of the Services, CJC shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 CJC agrees that its officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with other responsibilities.

5.3 The services performed by Contractor under this Agreement shall be subject to review for compliance with the terms of this Agreement by CJC's designated representatives. CJC representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

5.4 The review comments of CJC's designated representatives may be reported in writing as needed to Contractor. It is understood that CJC's representatives' review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 CJC shall, without charge, furnish to or make available for examination or use by Contractor as it may request, any data which CJC has available, including as examples only and not as limitation:

- a. Copies of reports, surveys, records, and other pertinent documents.
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Contractor shall return any original data provided by CJC.

5.6 CJC shall assist Contractor obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Contractor will not be responsible for accuracy of information or data supplied by CJC or contractor.

5.8 CJC agrees not to use Contractor's name, either express or implied, in any of its advertising or sales materials. Contractor reserves the right to reuse the nonproprietary data and the analysis of related information in its continuing analysis.

## **6. Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished or in draft, that are developed prepared, completed or acquired by Contractor for CJC related to the services performed under this Agreement shall be the property of CJC and shall be delivered to CJC upon completion or termination of this Agreement. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by CJC. CJC shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Contractor retains all title and interest to all materials, information documents, reports, data, and other deliverables generated pursuant to this Agreement. Contractor and CJC jointly retain all title and interest to all materials, information documents, reports, data, and other deliverables they develop jointly pursuant to this Agreement. The owner(s) will have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Retention of such title and interest does not conflict with CJC's rights to the materials, information and documents developed in performing the project. Upon final payment, CJC shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which contractor retains title, whether individually by Contractor or jointly with CJC. Any and all source code developed in connection with the services provided with be provided by CJC, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall Contractor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Contractor shall be free to use its general knowledge, skills and experience , and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. CJC's rights under this section

shall not apply to any Preexisting information or any component thereof regardless of form or media.

**7. Confidential Information**

To the extent permissible under *29 Del. C. § 10001*, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents provided to Contractor by CJC and labeled in writing as “confidential”.

**8. Warranty.**

8.1 Contractor represents that its services will be performed in accordance with commonly accepted professional standards. Contractor agrees to re-perform any work not in compliance with the scope of work brought to its attention within a reasonable time after that work is performed.

8.2 Third-party productions within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for CJC in connection with the provision of the Services, Contractor shall pass through or assign to CJC the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification; Limitation of Liability.**

9.1 Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of (A) the negligence or other wrongful conduct of the Contractor, its agents or employees, or (B) Contractor’s breach of any material provision on this Agreement not cured after due notice and opportunity to cure, provide as to (A) or (B) that (i) Contractor shall have been notified promptly in writing by CJC of any notice of such claim; and (ii) Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. Contractor shall not be liable for any liability, suits, actions or claims directly arising out of the negligence of CJC.

9.2 If CJC promptly notifies Contractor in writing of a third party claim against CJC that any Deliverables infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against CJC. Contractor will not indemnify CJC, however, if the claim of infringement is caused by (1) CJC’s misuse or modification of the Deliverable; (2) CJC’s failure to use corrections or enhancements made available by Contractor; (3) CJC’s use

of the Deliverable in combination with any product or information not owned or developed by Contractor; (4) CJC's distribution, marketing or use for the benefit of third parties if the Deliverables or (5) information, direction, specification or materials provided by Client or any third party. If any deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either (a) procure the right for CJC to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing. The foregoing remedies constitute CJC's sole and exclusive remedies and Contractor's entire liability with respect to infringement.

9.3 CJC agrees that Contractor's total liability to CJC for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or CONTRACTOR negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to CONTRACTOR.

In no event shall Contractor be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Contractor has been advised of the likelihood of such damages.

## **10. Employees.**

10.1 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor CJC's request for specific individuals.

10.2 Except as CJC expressly authorizes in writing in advance, no employees within Contractor shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the CJC's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Homeland Security, may be required of Contractor and any employee of Contractor who will be assigned to this project.



## **11. Independent Contractor.**

11.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of CJC and shall furnish such services in its own manner and method except as required by this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save CJC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of CJC, and that they shall not be entitled to any of the benefits or rights afforded employees of CJC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employee Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. CJC will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CJC or any of its officers, employees or other agents.

11.3 As an independent contractor, Contractor has no authority to bind or commit CJC. Nothing herein shall be deemed or constructed to create a joint venture, partnership, and fiduciary or agency relationship between the parties for any purpose.

## **12. Suspension.**

12.1 CJC may suspend performance by Contractor under this Agreement for such period of time as CJC, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which CJC wishes to suspend. Upon such suspension, CJC shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Agreement after the effective date of suspension. Contractor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from CJC to resume performance.

12.2 In the event CJC suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Agreement to reimburse Contractor for additional cost occasioned as a result of such suspension of performance by CJC based on appropriated funds and approval by CJC.

### **13. Termination.**

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by either party for its convenience, but only after the non-terminating party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.3 If termination for default is effected by CJC, CJC will pay Contractor that portion of the compensation which has been earned as of the effective date of termination by:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CJC by reason of Contractor's default.
- c. Upon termination for default, CJC may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, CJC shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been affected for the convenience of CJC.

13.5 The rights and remedies of CJC and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

- 13.6.1 CJC may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by CJC that gratuities (in the form of

entertainment, gifts, or otherwise) were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of CJC with a view towards securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, CJC shall be entitled to pursue the same remedies against Contractor it could pursue in the event of a breach of this Agreement by Contractor.

13.6.3 The rights and the remedies of CJC provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **14. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### **15. Assignments; Subcontracts.**

15.1 Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of CJC shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by Contractor, without prior written approval of CJC.

15.3 Approval by CJC of Contractor's request to subcontract or acceptance of or payment for subcontracted work by CJC shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 Contractor shall be and remain liable for all damages to CJC caused by negligence performance or non-performance of work under this Agreement by Contractor, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by CJC's approval of the Contractor's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. Complete Agreement**

17.1 This agreement and Appendices shall constitute the entire agreement between CJC and Contractor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understanding of the parties with respect to the subject matter of this Agreement.

17.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

17.3 Each Appendix, except as it terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**18. Miscellaneous Provisions.**

18.1 In performance of this Agreement, Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

18.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement or the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

18.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

18.4 Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

18.5 Contractor acknowledges that CJC has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, CJC may declare Contractor in breach of the Agreement, terminate the Agreement, and designate Contractor as non-responsible.

18.6 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, CJC shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

18.7 This Agreement was drafted with the joint participation of both parties and shall be constructed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

**19. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, Contractor hereby grants, conveys, sells, assigns, and transfers to CJC all of its rights, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**20. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of Delaware, except where Federal Law has precedence.

**21. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO CJC:

Criminal Justice Council

820 N. French St., 10<sup>th</sup> Floor

TO CONTRACTOR:

Michael Kelly

Original On File

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE CRIMINAL JUSTICE COUNCIL**

Original On File

Original On File

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

Date: 8-17-16

Date: 8/17/16

**Michael Kelly**

Original On File

Original On File

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Saki Coordinator

Date: 8-17-16

Date: 8/17/16

## APPENDIX A

### **Major activities include:**

1. Reduce the number of unsubmitted sexual assault kits (SAKs) by implementing a comprehensive, multidisciplinary plan to inventory, test, and track unsubmitted SAKs through to final adjudication.
  - a. Contact all law enforcement agencies to develop an inventory plan.
  - b. Verify and Certify those agencies reporting zero SAKs in storage
  - c. Develop plan to inventory the SAKs in storage
  - d. Develop plan to prioritize the SAKs that should be submitted for testing
2. Establish a multidisciplinary working group to identify the underlying factors that contribute to unsubmitted SAKs and devise a comprehensive plan to inventory, track, and maintain accountability for SAKs.
  - a. Under the Executive Director, formalize the MDG membership
  - b. Staff the MDG regularly scheduled meetings
  - c. Establish and staff subcommittees of the MDG
3. Improve the investigation and prosecution of SAK cases through the adoption of improved protocols, technology, and management systems.
  - a. Working with identified DOJ and LE officials, explore protocols and best practices for the investigation and prosecution of sexual assaults and the use of SAKs.
4. Develop victim notification protocols and evaluate efficacy to enhance victim services and support victims of sexual assault.
  - a. Explore best practices for victims notification protocols and support systems
  - b. Working with identified CJ-Based Victims Services Specialists develop victim notification protocols

The Deliverables listed here outline a basic plan for the work that will occur. Additional work/analyses will be conducted as needed to complete the project. Additional work can be requested by and approved by both parties through a memorandum of understanding.



## APPENDIX B

### **Sexual Assault Kit Initiative Coordinator**

The contractual SAKI Coordinator may work up to 37.5 hours per week at \$38.50 per hour not to exceed \$75,500 per year. Payment will be processed on a bi-weekly basis. Your start date will be August 1, 2016 and your direct supervisor, will be the Criminal Justice Council Deputy Director, W. Scott McLaren.

Notices related to the project deliverables and any changes or additional work shall be directed to Mr. Christian Kervick, [Christian.Kervick@state.de.us](mailto:Christian.Kervick@state.de.us) at the Delaware Criminal Justice Council and [Michael.Kelly@state.de.us](mailto:Michael.Kelly@state.de.us) for Michael Kelly.