

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	January 13, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Economic Sustainability		

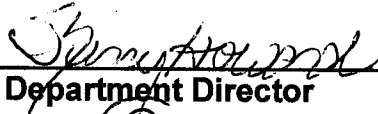
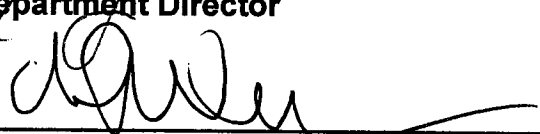
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2014-1474) with the Legal Aid Society of Palm Beach County, Inc. (Legal Aid Society) to correct a scrivener's error regarding the number of beneficiaries.

Summary: On October 7, 2014, the County entered into an Agreement (R2014-1474) with the Legal Aid Society to provide \$47,300 in Community Development Block Grant (CDBG) funds to provide fair housing enforcement activities intended to identify and remedy housing discrimination. This Amendment revises the number of program beneficiaries from 59 to 29. The Agreement provided for 59 beneficiaries to be served based on the funding application received from Legal Aid Society. They have since advised that this number was a scrivener's error and have requested its correction. As a consequence of this error, the Agreement needs to be revised to increase the rate paid per beneficiary from \$801.70 to \$1,631. In Fiscal Year 2013-2014, the Legal Aid Society received \$47,513 in CDBG funds which enabled them to provide services to 29 beneficiaries at a rate of \$1638.38 per beneficiary which is consistent with the Amendment. **These are Federal CDBG funds which require no local match.** (DES Contract Development) Countywide (JB)

Background and Justification: The County's Fiscal Year 2014-2015 CDBG budget contained \$879,862 for the implementation of Public Service Activities. The Legal Aid Society is one of thirteen (13) entities funded by the County for public services.

- Attachments:**
- 1. Amendment No. 001 with the Legal Aid Society of Palm Beach County, Inc.
 - 2. Agreement (R2014-1474) w/Legal Aid Society of Palm Beach County, Inc. with Exhibits A to F
-

Recommended By:		<u>12-19-14</u>
	Department Director	Date
Approved By:		<u>12/19/14</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
--	--	--	--	--	--

Is Item Included In Current Budget? Yes ____ No ____

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

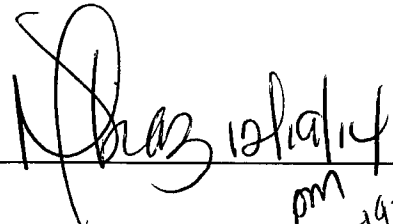
No Fiscal Impact

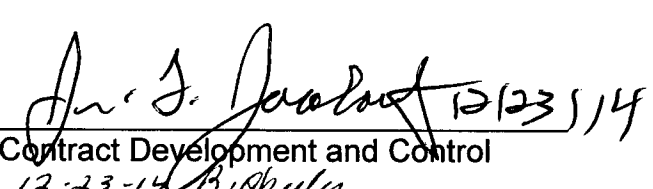
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager I


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB 12/19/14 pm 12-19-14


Contract Development and Control 12/23/14 Bishula

B. Legal Sufficiency:


Assistant County Attorney 12/29/14

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT 001 TO THE AGREEMENT
WITH
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.**

Amendment 001 entered into on _____ by and between **Palm Beach County** and the **Legal Aid Society of Palm Beach County, Inc.**

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2014-1474) with the Legal Aid Society of Palm Beach County, Inc. (Agency) on October 7, 2014, to provide \$47,300 of Community Development Block Grant (CDBG) funds to provide fair housing enforcement activities intended to identify and remedy housing discrimination; and

WHEREAS, the Agency has requested the County to modify the Agreement to correct their project information previously submitted to the County and to accurately reflect the number of program beneficiaries; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A" - SECTION 1. (C): BENEFICIARIES

Replace "fifty-nine (59) unduplicated individuals" with "twenty-nine (29) unduplicated individuals"

C. EXHIBIT "A" - SECTION 2. (A): COUNTY AGREES TO

The reimbursement rate shall be revised from "\$801.70 for each unduplicated client assisted" to "\$1,631 for each unduplicated client assisted".

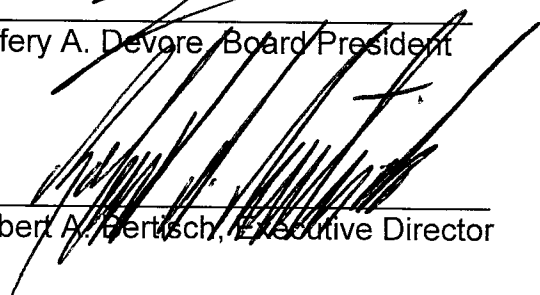
Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Agency and the County have caused this Amendment 001 to be executed on the date first above written.

(AGENCY SEAL BELOW)

**LEGAL AID SOCIETY OF PALM
BEACH COUNTY, INC.**

By: 
Jeffery A. Devore, Board President

By: 
Robert A. Bertisch, Executive Director

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Shelley Vana, Mayor
Palm Beach County

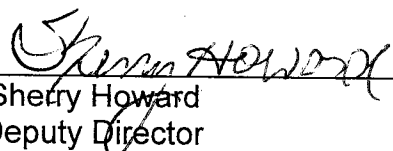
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND R 2014 1474
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT entered into on October 7, 2014, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **Legal Aid Society of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **423 Fern Street, Suite 200, West Palm Beach, FL 33401**, and its Federal Tax Identification Number as **59-6046994**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County has made **\$47,300** in CDBG funds available to fund the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2014-15 Action Plan, and **Legal Aid Society of Palm Beach County, Inc.**, desire to undertake the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Legal Aid Society of Palm Beach County, Inc.**, to implement such undertakings of the CDBG Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

PART I
DEFINITION AND PURPOSE

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Agency" means **Legal Aid Society of Palm Beach County, Inc.**
- (E) "DES Approval" means the written approval of the DES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

PART II
PROJECT SCOPE, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE

1. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and incorporated herein by reference.

2. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Agency shall provide the herein described fair housing enforcement activities. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2).

PART III

COMPENSATION, TIME OF PERFORMANCE, AND CONDITIONS OF PAYMENT

1. **MAXIMUM COMPENSATION**

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FORTY SEVEN THOUSAND THREE HUNDRED DOLLARS (\$47,300)** for the period of October 1, 2014 through September 30, 2015. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-14-UC-12-0004. The effective date shall be October 1, 2014 and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by September 30, 2015.

3. **CONDITIONS AND METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to DES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by DES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DES for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Agency and DES. Invoices will not be honored or approved if received by DES later than forty-five (45) days after the expiration date of this Agreement.

4. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DES. No reimbursements will be made

without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following, among others, require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG

supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to DES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration or earlier termination of this Agreement.

PART IV **GENERAL CONDITIONS**

1. **OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The Agency agrees that no person shall on the grounds of race, color, disability, ancestry, national origin, religion, age, familial status, sex, sexual orientation, marital status, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. **OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. **PROJECT BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons or persons presumed to be low- and moderate- income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as

defined above for the time period designated in Part III, Paragraph 1 of this Agreement. The Agency shall provide written verification of compliance to DES upon DES's request. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

4. **GENERAL COMPLIANCE**

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

6. **EVALUATION AND MONITORING**

The Agency agrees that DES will carry out periodic monitoring and evaluation of activities as determined necessary by DES or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by DES. Substandard performance, as determined by DES, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to DES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES or the County. The Agency shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Agency shall provide information as requested by DES to enable DES to complete reports required by the County or U.S. HUD. The Agency shall allow DES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES or U.S. HUD. **Upon request, DES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

7. **AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to DES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the Provision of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline.

The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

8. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

9. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

10. **INDEMNIFICATION**

The Agency shall protect, defend, reimburse, indemnify and hold the 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 performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

11. **INSURANCE**

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) **COMMERCIAL GENERAL LIABILITY**

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability,

Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(B) **BUSINESS AUTOMOBILE LIABILITY**

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000. Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency 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. The Agency agrees that this coverage shall be provided on a primary basis.

(C) **PROFESSIONAL LIABILITY**

The Agency shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence. (Note: Limit may be reduced to \$500,000 for small not-for-profit agencies, subject to Risk Management approval).

(D) **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

The Agency shall agree to maintain Workers' Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(E) **ADDITIONAL INSURED**

The Agency shall agree to 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, c/o Department of Economic Sustainability"** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(F) **CERTIFICATE OF INSURANCE**

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. In addition, the Agency agrees to notify the County of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement.

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

(G) **RIGHT TO REVIEW AND ADJUST**

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with DES, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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

12. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a

level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

13. CONFLICT OF INTEREST

The Agency shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

14. CITIZEN PARTICIPATION

The Agency shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DES.

15. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize DES' support for all activities made possible with funds available under this Agreement.

16. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Agency's Personnel Policies and Job Descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;

- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 501(c)(3) certification from Internal Revenue Service (IRS).

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

17. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

18. TERMINATION AND SUSPENSION

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

19. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. AMENDMENTS

The County or the Agency may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to

approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

21. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Robert A. Bertisch, Esq.
Legal Aid Society of PBC, Inc.
423 Fern Street, Suite 200
West Palm Beach, FL 33401

COUNTY:

Edward W. Lowery, J.D., Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

22. INDEPENDENT AGENT AND EMPLOYEES

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

23. NO FORFEITURE

The rights of the County or the Agency under this Agreement shall be cumulative and failure on the part of the County or the Agency to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

24. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Agency 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

25. DRUG - FREE WORKPLACE

The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

26. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

27. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from DES.

28. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of 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 Agency, 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 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

29. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of nineteen (19) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

30. EXCLUSION OF THIRD PARTY BENEFICIARIES

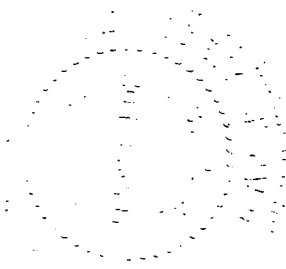
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

31. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on the _____ day of OCT 07 2014, 20__.

(AGENCY SEAL)



(COUNTY SEAL BELOW)

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

By: [Signature]
Jeffrey A. Devore, Esq., Board President

By: [Signature]
Robert A. Bernisch, Esq., Executive Director

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK
Clerk and Comptroller

By: [Signature]
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: [Signature]
Tammy K. Fields
Chief Assistant County Attorney

By: [Signature]
Priscilla A. Taylor, Mayor
Palm Beach County

Document No.: R2014-1474

Approved as to Terms and Conditions
Department of Economic Sustainability

By: [Signature]
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall, through its Fair Housing Project, provide fair housing enforcement activities intended to identify and remedy discrimination in the housing industry. The services shall be provided at the Agency's offices located at 423 Fern St., Suite 200, West Palm Beach, FL; and satellite offices located at 141 SE Ave. C, Belle Glade, FL and 141 SW 12th Ave., Delray Beach, FL.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for the partial salary and benefits for one (1) Project Attorney (Discrimination); and operational costs.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the DES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency and submitted to the DES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(C) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to a minimum of fifty-nine (59) unduplicated individuals on an annual basis, at least fifty-one percent (51%) of which shall be Low and Moderate Income Persons. Low and moderate income status shall be demonstrated by the Agency through income certification of individuals served. Income eligibility determination of individuals served, may include, but is not limited to: third-party verification of income such as the prior year income tax forms, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing assistance, etc). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files.

(D) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$21,285** of the total funding allocated through this Agreement by **March 30, 2015**, and

2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2015**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(E) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to DES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(F) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(G) REPORTS

The Agency shall submit the following reports to DES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to DES for each month covered by this Agreement. This form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to DES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Part III, Section 4(H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate shown below. The total reimbursement amount shall not exceed \$47,300, and the reimbursement rate shall not exceed \$801.70 for each unduplicated client assisted. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to DES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, may be conducted by DES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Economic Sustainability, Director
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Legal Aid Society of Palm Beach County, Inc.
423 Fern Street - Suite 200
West Palm Beach, FL 33401

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R2014 - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

EXHIBIT "C"

Client Daily Record
FOR FAIR HOUSING ENFORCEMENT AND COUNSELING

Monthly Number of Clients Served: _____

Page _____ of _____

Month _____ Year _____

Please write the Type of Service in Row number 2 and date of the service under the appropriate service type.

Client's Name		Type of Service Provided		
		Service Provided	Compliant Basis	Compliant Issue(s)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
The following certification must be signed				
Monthly Number of Clients Served _____				

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DES. I further acknowledge that all information herein is subject to verification by DES, Palm Beach County, U.S. HUD or their agents.

(Signature) (Printed Name and Title) (Date)

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Subrecipient/Program Name: Legal Aid Society of Palm Beach County, Inc. Agreement: R2014 - Month/Year Reported:

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										Female Headed Households	
		Income:					Racial/Ethnic Characteristics:						
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic			
								This Month	YTD	This Month	YTD		
Total Unduplicate d Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:	_____	_____	_____	_____	This Month YTD	
							Black/African American:	_____	_____	_____	_____		
							Asian:	_____	_____	_____	_____		
							American Indian/Alaskan Native:	_____	_____	_____	_____		
							Native Hawaiian/Other Pacific Islander:	_____	_____	_____	_____		
							American Indian/Alaskan Native & White:	_____	_____	_____	_____		
							Asian & White:	_____	_____	_____	_____		
							Black/African American & White:	_____	_____	_____	_____		
							Am. Indian/Alaskan Native & Black African Am:	_____	_____	_____	_____		
							Other Multi-Racial:	_____	_____	_____	_____		
Total Unduplicate d Number Served Year- to-Date (YTD):	_____**	_____	_____	_____	_____	_____**	TOTAL	_____*	_____**	_____	_____		

* These totals must agree.

** These totals must agree with each other and be consistent with any previously submitted figures.

EXHIBIT "E"

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R2014 - _____ Month Covered: _____

Agency: Legal Aid Society of Palm Beach County, Inc.

Address: 423 Fern Street, Suite 200, West Palm Beach, FL 33401

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DES.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN
 OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Legal Aid Society of Palm Beach County, Inc.
PROGRAM: Fair Housing
FY 2014-2015 PALM BEACH COUNTY CDBG

CONTACT NAME: Sarah Doran
TITLE: Fiscal & Grants Manager
PHONE: 561-655-8944, ext. 224

A. PERSONNEL EXPENSES

	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding (FHIP)</u>	<u>% Alloc to Program</u>	<u>Other Funding</u>	<u>Total</u>	
Proj. Attorney - Discrimina.	1.00	\$50,000	63.50%	\$31,750		\$0		\$0		\$0		36.50%	\$18,250	0.00%	\$0	\$50,000
Investigation/Testing Coord	0.80	\$45,320	0.00%	\$0		\$0		\$0		\$0		80.00%	\$36,256	0.00%	\$0	\$36,256
Executive Director	0.03	\$140,000	0.00%	\$0		\$0		\$0		\$0		3.00%	\$4,200	0.00%	\$0	\$4,200
Fiscal & Grants Mgr.	0.03	\$45,000	0.00%	\$0		\$0		\$0		\$0		3.00%	\$1,350	0.00%	\$0	\$1,350
	1.86	\$280,320		\$31,750		\$0		\$0		\$0		\$60,056		\$0	\$91,806	
Fringe Benefits:																
FICA / Wk.Comp. / SUI				\$2,545		\$0		\$0		\$0		\$4,814		\$0	\$7,359	
Group Insur. (Health/Dent./Life/Disab.)				\$5,519		\$0		\$0		\$0		\$10,395		\$0	\$15,914	
Retirement Plan				\$0		\$0		\$0		\$0		\$1,254		\$0	\$1,254	
				\$8,064		\$0		\$0		\$0		\$16,463		\$0	\$24,527	
Sub-Total Personnel				\$39,814		\$0		\$0		\$0		\$76,519		\$0	\$116,333	

B. OPERATING COSTS

1 Professional Fees

Audit Fees		\$164		\$0		\$0		\$0		\$0		\$314		\$0		\$478
Other		\$48		\$0		\$0		\$0		\$0		\$94		\$0		\$142
2 Insurance		\$194		\$0		\$0		\$0		\$0		\$374		\$0		\$568
3 Supplies (including Printing, Library)		\$710		\$0		\$0		\$0		\$0		\$5,036		\$0		\$5,746
4 Communications/Postage/Shipping		\$516		\$0		\$0		\$0		\$0		\$996		\$0		\$1,512
5 Occupancy		\$3,052		\$0		\$0		\$0		\$0		\$5,888		\$0		\$8,940
6 Equip. Lease & Maint./Repair		\$392		\$0		\$0		\$0		\$0		\$757		\$0		\$1,149
7 Travel		\$575		\$0		\$0		\$0		\$0		\$10,000		\$0		\$10,575
8 Training & Development		\$335		\$0		\$0		\$0		\$0		\$645		\$0		\$980
9 Litigation Costs		\$1,500		\$0		\$0		\$0		\$0		\$5,308		\$0		\$6,808
10 Workshops & Clinics		\$0		\$0		\$0		\$0		\$0		\$1,500		\$0		\$1,500
Supplies		\$0		\$0		\$0		\$0		\$0		\$2,500		\$0		\$2,500
12 Testing		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal Operating Costs				\$7,486		\$0		\$0		\$0		\$33,412		\$0		\$40,898

C. ADMINISTRATIVE COSTS

TOTAL PROGRAM BUDGET

	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$47,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,931	\$0	\$0	\$157,231	

ACORD™

Client#: 5120

LEGAID68

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The CIMA Companies, Inc. (CIM) 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300	CONTACT NAME: PHONE (A/C, No, Ext): 703 739-9300 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No): 7037390761
INSURED Legal Aid Society Of Palm Beach County Inc. 423 Fern Street Suite 200 West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DEDUCTIBLE					AGGREGATE \$
	RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER \$
A	Legal Profes		LP14134	05/01/2014	05/01/2015	E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Economic Stability are Additional Insureds with respect to (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Department of Economic Stability 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

DESCRIPTIONS (Continued from Page 1)

the operations of the named insured.
Policy is claims made with full prior acts with no retro date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke, Bogart & Brownell Insurance, Inc. 181 Crawford Blvd. Boca Raton FL 33432	CONTACT NAME: Holly Buzen PHONE (A/C, No. Ext): (561) 392-8888 FAX (A/C, No): (561) 750-9134 E-MAIL ADDRESS: hbuzen@bbbins.com
INSURED Legal Aid Society of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 14-15 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	001-WC14A-62325	8/28/2014	8/28/2015	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PBC Board of County Commissioners Department of Economic Sustainability 100 Australian Avenue Suite 500 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lee Burke/HBC
---	--

CERTIFICATE OF LIABILITY INSURANCE

LEGAL-C

OP ID: DL

DATE (MM/DD/YYYY)

09/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432		CONTACT NAME: PHONE (A/C, No, Ext): 561-210-8715 E-MAIL ADDRESS:		FAX (A/C, No): 561-210-8716	
INSURED Legal Aid Society of Palm Beac Michael Spillane 423 Fern Street, Ste. 200 West Palm Beach, FL 33401		INSURER(S) AFFORDING COVERAGE			
		INSURER A : Allied P&C Ins co			
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			
		NAIC #			
		42579			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

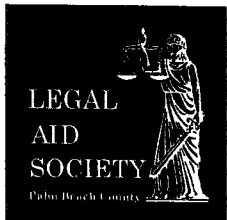
GENERAL CONDITIONS OF COVERAGE: LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY				ACBPPOC5935086881	08/28/2014	08/28/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG	\$ 2,000,000
<input type="checkbox"/>	OTHER:								\$
	AUTOMOBILE LIABILITY				ACBPPOC5935086881	08/28/2014	08/28/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>		<input type="checkbox"/>						\$
	UMBRELLA LIAB		<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N					E.I. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.I. DISEASE - EA EMPLOYEE	\$
								E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
<p>PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS REFLECTED ON FORM CG20261185 WHEN REQUIRED BY WRITTEN CONTRACT. INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL BE PRIMARY &</p>

CERTIFICATE HOLDER

CANCELLATION

<p> PALMB30 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O DEPT OF ECONOMIC SUSTAINABILITY 100 AUSTRALIAN AVE. WEST PALM BEACH, FL 33406 </p>	<p> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. </p>
	<p> AUTHORIZED REPRESENTATIVE  </p>



LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

423 FERN STREET, SUITE 200, WEST PALM BEACH, FL 33401

Ph: (561) 655-8944 • Fax: (561) 655-5269 • 1-800-403-9353 (South & West County ONLY)

www.legalaidpbc.org

Executive Director

Robert A. Bertisch, Esq.

Administrator

Michael Spillane

Director of Development

Harreen Bertisch

Board of Trustees

David Ackerman, Esq.

Claire Arnold

F. Greg Barnhart, Esq.

Bill Bone, Esq.

Patrick J. Casey, Esq.

Howard K. Coates, Jr., Esq.

Melinda Penney Gamot, Esq.

David M. Gaspari, Esq.

Garry Glickman, Esq.

Carey Haughwout, Esq.

Thomas Kingcade, Esq.

Jane Kreusler-Walsh, Esq.

Richard Lubin, Esq.

Rafael J. Roca, Esq.

Michael Salnick, Esq.

Victoria A. Vilchez, Esq.

Board of Directors

President

Jeffrey A. Devore, Esq.

Immediate Past Pres.

Mariano Garcia, Esq.

First Vice-President

Miriam Acosta-Castriz, Esq.

Second Vice-President

Matthew H. Triggs, Esq.

Secretary

Michelle R. Suskauer, Esq.

Treasurer

Jerald S. Beer, Esq.

Board of Directors

Leslie Artsis Adams

Richard M. Benrubi, Esq.

Robin Bresky, Esq.

Patience Burns

Vincent F. Cuomo

Howard D. DuBosar, Esq.

Karis Engle

Robert H. Friedman, Esq.

Joseph G. Galardi, Esq.

Lorie M. Gleim, Esq.

Richard D. Greenfield

Jack P. Hill, Esq.

John Howe, Esq.

Denise Rappaport Isaacs, Esq.

W. Hampton Keen, Esq.

Carole T. Klein, CPA

Nancy Lambrecht

Ellen S. Malasky, Esq.

Scott C. Murray, Esq.

J. Grier Pressly, III, Esq.

Devin S. Radkay, Esq.

Lawrence P. Rochefort, Esq.

Matthew Sackel, Esq.

Robert M.W. Shalhoub, Esq.

Grasford W. Smith, Esq.

Rebecca Mercier Vargas, Esq.

Gary Woodfield, Esq.

November 26, 2014

Betsy Barr

Director of Contract Development and Quality Control
Department of Economic Sustainability
Palm Beach County Board of County Commissioners
100 South Australian Avenue, Suite 500
West Palm Beach, FL 33406

Re: Certificate of Liability Insurance

Dear Ms. Barr:

In reference to the attached Certificate of Liability Insurance for the Legal Aid Society of Palm Beach County's Community Development Block Grant (CDBG) contract through the Department of Economic Stability, this is to confirm that the Legal Aid Society has no corporate-owned autos and therefore has checked "Hired Autos" and "Non-Owned Autos" on its liability coverage.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Robert A. Bertisch, Esq.
Executive Director

RAB/ns