

Meeting Date: December 20, 2016 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted by: Office of Equal Opportunity

Submitted for: County Administration

Recommended By: Lamela D. 22 November 2016
Department Director Date

Approved By: Nancy L. Belfer 12/15/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020
Capital Expenditures				
Operating Costs	<u>99,750</u>	<u>33,250</u>		
External Revenues				
Program Income (County)				
In-Kind Match (Country)				
NET FISCAL IMPACT	<u>99,750</u>	<u>33,250</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)				

Is Item Included In Current Budget? Yes X No _____


Budget Account No.: Fund 0001 Department 760 Unit 7610
Object 3401 Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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


 12/1/16
 OFMB ET 11/30
 59 12/1

J. J. Jacobson
Contract Dev. And Control
12/13/16
Tue

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the _____ day of _____, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Legal Aid Society of Palm Beach County, Inc.**, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 59-6046994.

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

ARTICLE 1 - SERVICES

The AGENCY'S responsibility under this Contract is to provide services to residents of Palm Beach County as more specifically set forth in the Scope of Work and Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Pamela Guerrier, telephone no. (561) 355-4884.

The AGENCY'S representative/liaison during the performance of this Contract shall be Robert Bertisch, telephone no. (561) 655-8944.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on January 1, 2017 and complete all services by December 31, 2017.

Reports and other items shall be delivered or completed as set forth in Exhibits "A, B, C and D"

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of ONE HUNDRED THIRTY-THREE THOUSAND Dollars (\$133,000). The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside AGENCY. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the AGENCY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the AGENCY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non- owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing 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. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not

less than 3 years. AGENCY shall provide this coverage on a primary basis.

Additional Insured AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Office of Equal Opportunity
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this

Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 14 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained,

developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 – NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended (Exhibit "E").

ARTICLE 22 - AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

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

Pamela Guerrier, Director
Office of Equal Opportunity
Palm Beach County
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

With copy to:

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

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

Robert A. Bertisch, Esquire, Executive Director
Legal Aid Society of Palm Beach County, Inc.
423 Fern Street
West Palm Beach, FL 33401

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Contract (including Exhibits A, B, C, D and E) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section

119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

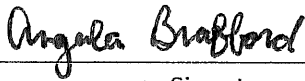
By: _____

WITNESS:

Signature

Noelle Smith

Name (type or print)

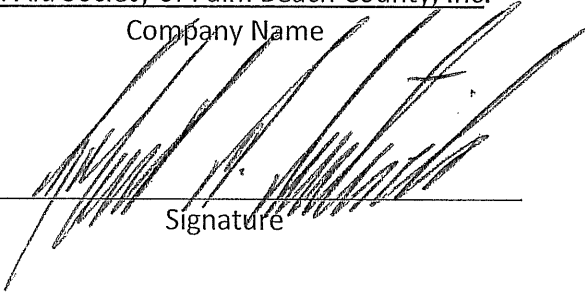

Signature

Angela Brafford

Name (type or print)

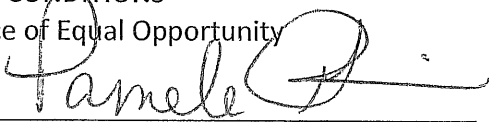
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

AGENCY:
Legal Aid Society of Palm Beach County, Inc.
Company Name

Signature
Robert Bertisch

Typed Name

Executive Director
Title

APPROVED AS TO TERMS
AND CONDITIONS
Office of Equal Opportunity

By: _____
Department Director

SCOPE OF WORK & SERVICE
2017 FINANCIAL ASSISTANCE CONTRACT

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

Program Name: The Wage Dispute Project

Overview: The Wage Dispute Project (f/k/a Wage Theft Project and hereinafter referred to as Project) will provide services through a team approach, with primary services being provided by the Project Attorney. Additional support staff will be assigned to the Project as needed. The Wage Dispute Project will also utilize attorneys from their Pro Bono Panel, in addition to other volunteers.

Service: The overall goal of the Project is to assist clients with the collection of unpaid and underpaid wages, with a focus on the timely payment of those wages.

The Project will utilize various tools in order to achieve this goal, including demand letters, pre-suit conciliation, pre- and post-suit mediation, and filing of legal actions in the Palm Beach County Courts, including the newly created Wage Dispute Division.

- Provide wage dispute legal services to a minimum 155 individuals in accordance with the Legal Aid Society Wage Dispute Program Procedures. (Exhibit "C")
- Track data and provide interim reports to Palm Beach County in the Legal Server format.
- Provide a minimum of five (5) wage theft workshops or presentations to advise individuals of their rights to be paid for work performed, including their rights under state and federal wage and hour laws, and the remedies available to them for violations.
- Implementation of a Wage Theft/Dispute dedicated telephone hotline at the Legal Aid Society.
- Create and distribute a press release announcing the formal creating of the Legal Aid Society of Palm Beach County's Wage Dispute Project.
- Creation of Legal Aid Society of Palm Beach County Wage Theft/Dispute Brochures in English, Spanish and Creole, with distribution throughout Palm Beach County.
- Distribute Wage Theft/Dispute Brochures to community partners such as, Palm Beach County Office of Equal Opportunity, Palm Beach County Clerk's Office, Palm Beach County Office of the Department of Labor, Workforce Development, and others.
- Create a presence for the Wage Dispute Project on the Legal Aid Society's Webpage (www.legalaidpbcc.org).

EXHIBIT “B”

SERVICE AND 2017
FINANCIAL ASSISTANCE CONTRACT

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

Service: Wage Dispute Project \$133,000

Month	Amount
1	11,083.33
2	11,083.33
3	11,083.33
4	11,083.33
5	11,083.33
6	11,083.33
7	11,083.33
8	11,083.33
9	11,083.33
10	11,083.33
11	11,083.33
12	11,083.37
Total	133,000.00

TOTAL CONTRACT \$133,000

Legal Aid Society of Palm Beach County, Inc.
Wage Dispute Project (WDP) Procedures

Potential Client Contacts Legal Aid Society

Potential wage dispute client contacts Legal Aid Society of Palm Beach County, Inc. (LAS) by leaving a message on the Wage Dispute Hotline or calling the LAS general line (bilingual operators are available). LAS staff will contact the potential wage dispute client, complete a telephone intake form with basic client information and set an appointment date if the potential client meets the WDP criteria within thirty (15) days. The WDP criteria are met if the potential client has no legal conflicts with LAS, meets the income and amount requirements and has a valid wage dispute. If there are legal conflicts or the claimant does not meet the income or amount requirements, LAS will attempt to refer the case to pro bono attorneys, private attorneys or lawyer referral, or as is appropriate.

LAS Intake Appointment, Investigation, and Denial of WDP Services

The potential wage dispute client will meet with a WDP staff member to complete the WDP intake form. Once the form is completed an LAS attorney will review the intake form to evaluate whether the client is eligible for the Wage Dispute Project (i.e., whether an employee-employer relationship exists, whether the client presents valid claim for unpaid or underpaid wages, etc.).

If the initial investigation does not indicate an employer-employee relationship or a valid wage dispute exists, the claimant will not be accepted into the Wage Dispute Project. In those cases, the claimant may seek a second opinion from independent counsel or proceed pro-se and benefit from the Wage Dispute Division (“Division WD”) process established by Administrative Order No. 3.907-12/12.

Acceptance, Demand Letter, Pre-Settlement and Mediation

If a valid claim does exist, a WDP staff member will investigate the claim to obtain all information needed to identify and contact the employer and to assist the client in calculating the total wages owed by the employer. A WDP staff member will draft and issue a demand letter to the employer outlining the wage dispute within thirty (15) days of determining a valid claim exists. The demand letter will set a pre-suit mediation date approximately 20 days from the date the letter is issued. The employer will be required to confirm its attendance at the mediation. Early settlement is encouraged and may be settled at any point in the process. If mediation does not resolve the dispute, LAS will file a complaint with the Clerk and Comptroller to have the dispute assigned to Division WD within thirty (30) days from the date of the unsuccessful mediation

Pretrial Conference and Hearing

Pursuant to Administrative Order No. 3.907-12/12, a County Judge will preside over Division WD and hearings will be scheduled for the last Tuesday of each month, subject to change by the presiding Judge. An LAS attorney will represent eligible claimants at the Pretrial Conference and subsequent Hearing if the m matter is not resolved.

Wage Dispute Project

Agency Name: Legal Aid Society of Palm Beach County, Inc.
Submitted By: Vanessa Coe, Esq.
Submitted To: Palm Beach County Office of Equal Opportunity
Reporting Period: Quarter One: January 1 through March 31, 2017

Hotline Calls

Total number of calls to Wage Dispute Project hotline	
Number accepted by Wage Dispute Project Attorney	
Number referred to pro bono attorney	
Number given referral to other resource(s)	
Number with no claim merit	

Cases Being Represented by a Legal Aid Society Attorney (excluding Advice and Counsel)

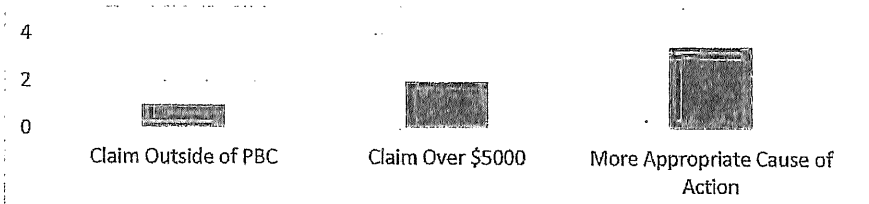
Beginning case inventory	
New cases opened	
Total number of cases worked	
Cases closed	
Ending case inventory	

Total Number of Individuals Receiving Advice and Counsel	
--	--

Total Number of Individuals Served during Quarter (Total number of cases worked + Total number of individuals receiving advice and counsel)	
---	--

Number of Cases Referred to Pro Bono Attorneys	
--	--

Reasons for Referral to Pro Bono Attorney



Outreach Events

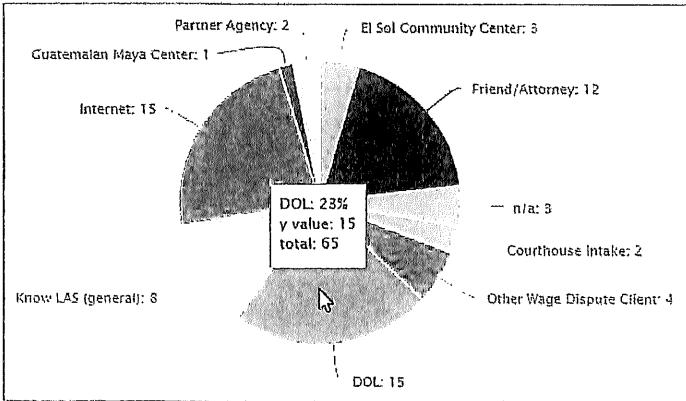
Total number of outreach events	
Total number of individuals attending outreach events	

New Cases

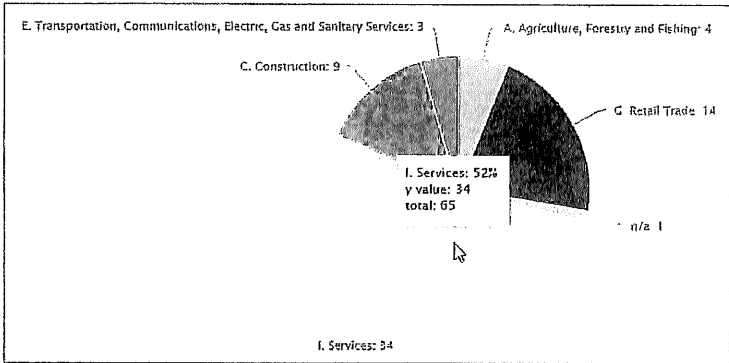
Number of cases opened in reporting period _____

Total Amount Claimed to be Owed _____

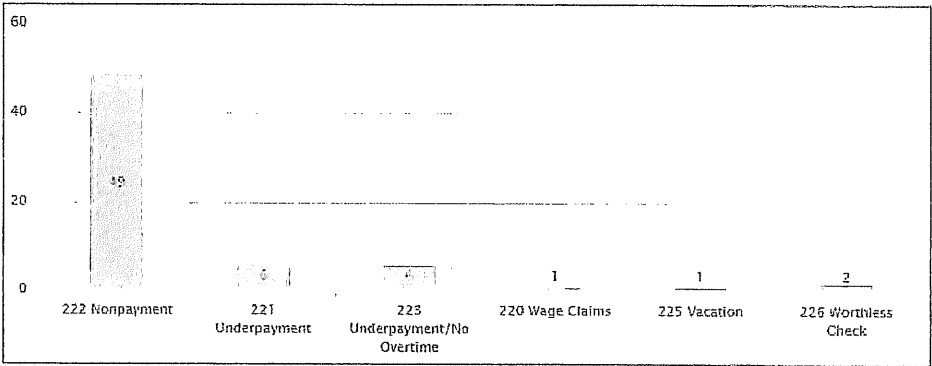
Opened Cases by Referral Sources



Opened Cases by Industry



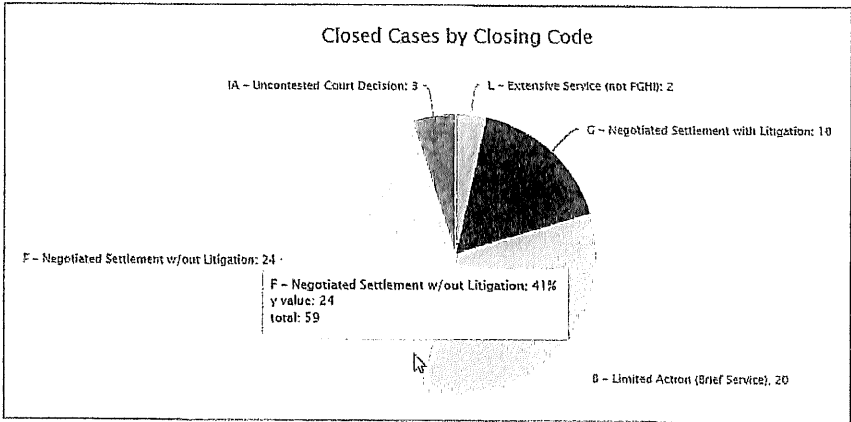
Opened Cases by Special Legal Problem Code



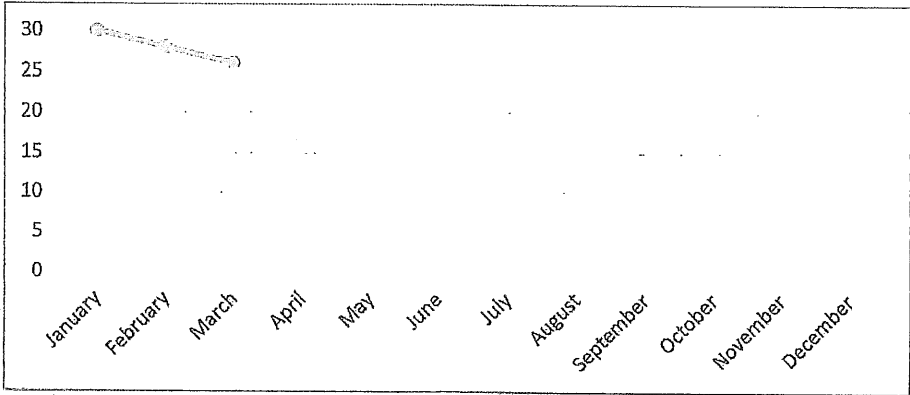
Closed Cases

Number of cases closed in reporting period (excluding Advice and Counsel) _____

Cases Closed by Closing Reason



Average number of days between telephone intake and meeting with an attorney



Average number of days between attorney meeting and issuance of a demand letter



Outcomes of Cases Closed in Reporting Period

	Number	Percent	Average Days Open
Settled Prior to Intake			
Settled Prior to Demand Letter			
Settled After Demand Letter			
Settled After Pre-Suit Mediation			
Settled After Court-Ordered Mediation			
Favorable Hearing Outcome			

Cases with Claims Recovered

Total Amount Claimed	
Total Amount Recovered	
By LAS Attorney	
By Pro Bono Attorney	
Total Clients Receiving Claims	
Average Amount per Client	



LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

433 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)

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Statement of Non-Discrimination

The Legal Aid Society of Palm Beach County promotes inclusiveness and non-discrimination in all aspects of our organization's staffing, programs, services and operations and is committed to the spirit and letter of all federal, state and local laws and regulations pertaining to equal opportunity. To implement this non-discrimination policy, the Board and staff of the Legal Aid Society are committed to taking meaningful steps to promote inclusiveness in hiring, retention, and promotion of staff; in Board recruitment; and, in direct client services. To this end, the Legal Aid Society will ensure non-discrimination against any individual on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity or other protected status.



Additional funding provided by John Deere Group

RESOLUTION NO. R-2012-1857

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA, SUPPORTING A WAGE
RECOVERY PROGRAM PROVIDED THROUGH THE LEGAL AID
SOCIETY OF PALM BEACH COUNTY, TO FACILITATE WAGE
RECOVERY FOR UNDERSERVED INDIVIDUALS THROUGH THE
COURTS, AND PROVIDING FUNDING FOR THE PROGRAM.

WHEREAS, The Board of County Commissioners of Palm Beach County ("BOC"),
Florida wish to state a clear policy condemning the unlawful under payment or non-payment of
employees earned wages by unscrupulous employers; and

WHEREAS, a significant portion of workers affected by under payment or non-payment
of earned wages are economically disadvantaged and low-income; and

WHEREAS, the BOC pledges their support to facilitate access to the courts through the
Legal Aid Society of Palm Beach County ("LAS") program for the underserved, which may include
certain day workers, casual laborers and the like; and

WHEREAS, the BOC sponsored and endorsed a pilot Wage Recovery Program
("WRP") administered by the LAS; and

WHEREAS, the LAS developed procedures, implemented processes and executed the
pilot WRP to facilitate successful outcomes and conform to legal and ethical canons; and

WHEREAS, the pilot WRP has been successful and the BOC does not wish to interfere
with LAS' ability to act and react to changing laws and market conditions by finding their ability to
modify and execute the processes and procedures associated with the WRP;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. An employee who has been denied wages which due may contact LAS for
wage recovery assistance.

Section 2. In keeping with their legal and ethical obligations, LAS will determine
whether the individual has a bona fide claim for unpaid wages. If the individual has a bona fide claim
for unpaid wages, LAS will:

A. Notify the employer and provide the employer with an opportunity to cure the matter
of unpaid wages in the manner deemed most appropriate to each claim. The
notification may take the form of a telephone call, letter, or any other means that
LAS deems appropriate.

B. Work with the employee and employer to resolve the issue informally but
expeditiously. The informal resolution may include obtaining attorneys fees and
costs from the employer.

C. File proceedings as appropriate and may refer unresolved claims to local pro bono
or other counsel for resolution.

D. Monitor and report results to the BOC at pre-determined intervals in a manner
prescribed by the BOC.

Section 3. The BOC shall provide funding to the LAS program as necessary which, at
the outset, shall be \$100,000 for one (1) year, subject to review and extension at the end of that year.
This funding shall cover the salary and benefits of the staff attorney assigned to the program together
with the support, investigative, court processing services and other of the program's actual costs. This
program shall be re-evaluated in twelve (12) months following execution of the contract pursuant to
this Resolution.

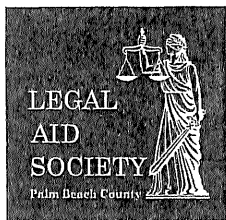
The foregoing Resolution was offered by Commissioner Vana, who moved its
adoption. The motion was seconded by Commissioner Taylor, and upon being put to a vote, the
vote was as follows:

Commissioner Abrams	- Aye
Commissioner Berger	- Aye
Commissioner Bunnick	- Nay
Commissioner Swintanah	- Nay
Commissioner Taylor	- Aye
Commissioner Velasco	- Aye
Commissioner Vana	- Aye

The Chairman thereupon declared the Resolution duly passed and adopted this 14th
day of December, 2012.

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
SHARON R. BOOK, CLERK
By: [Signature]
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: [Signature]
County Attorney



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Robert M.W. Shalhoub, Esq.

Grasford W. Smith, Esq.

Rebecca Mercier Vargas, Esq.

Gary Woodfield, Esq.

September 15, 2016

Pamela Guerrier, Director
Palm Beach County Office of Equal Opportunity
301 N. Olive Avenue, 10th Floor
Government Center
West Palm Beach, FL 33401

Re: Extension Request for Wage Dispute Project R2016-0012

Dear Pam:

We appreciate our collaboration with the Palm Beach County Office of Equal Opportunity in administering the Wage Dispute Project and all of your assistance with this important endeavor.

The Legal Aid Society of Palm Beach County is indicating via this letter its request to extend this contract (R2016-0012) for one year. The scope of services for the contract has been expanded for Year Five (Exhibit A), with a proposed budget of \$138,710.00 being requested for the fifth year of the project. The requested increase will enable us to support a full time paralegal which will significantly enhance the project and accomplish the following objectives:

- Time between a telephone intake to meeting with attorney decreased from 30 days to 15 days
- Time required to issue a demand letter decreased from 30 days to 15 days
- Number of individuals served increased from 145 to 155 individuals
- Number of outreaches increased from 3 to 5

If you have any questions or need any additional information, please let me know.

Sincerely,

Robert A. Bertisch, Esq.
Executive Director

ATTACHMENT 3

(Page 1 of 2)



Additional Funding Provided by Palm Beach County

SCOPE OF WORK & SERVICE
2017 FINANCIAL ASSISTANCE CONTRACT

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

Program Name: The Wage Dispute Project

Overview: The Wage Dispute Project (f/k/a Wage Theft Project and hereinafter referred to as Project) will provide services through a team approach, with primary services being provided by the Project Attorney. Additional support staff will be assigned to the Project as needed. The Wage Dispute Project will also utilize attorneys from their Pro Bono Panel, in addition to other volunteers.

Service: The overall goal of the Project is to assist clients with the collection of unpaid and underpaid wages, with a focus on the timely payment of those wages.

The Project will utilize various tools in order to achieve this goal, including demand letters, pre-suit conciliation, pre- and post-suit mediation, and filing of legal actions in the Palm Beach County Courts, including the newly created Wage Dispute Division.

- Provide wage dispute legal services to a minimum 155 individuals in accordance with the Legal Aid Society Wage Dispute Program Procedures. (Exhibit "C")
- Track data and provide interim reports to Palm Beach County in the Legal Server format.
- Provide a minimum of five (5) wage theft workshops or presentations to advise individuals of their rights to be paid for work performed, including their rights under state and federal wage and hour laws, and the remedies available to them for violations.
- Implementation of a Wage Theft/Dispute dedicated telephone hotline at the Legal Aid Society.
- Create and distribute a press release announcing the formal creating of the Legal Aid Society of Palm Beach County's Wage Dispute Project.
- Creation of Legal Aid Society of Palm Beach County Wage Theft/Dispute Brochures in English, Spanish and Creole, with distribution throughout Palm Beach County.
- Distribute Wage Theft/Dispute Brochures to community partners such as, Palm Beach County Office of Equal Opportunity, Palm Beach County Clerk's Office, Palm Beach County Office of the Department of Labor, Workforce Development, and others.
- Create a presence for the Wage Dispute Project on the Legal Aid Society's Webpage (www.legalaidpbc.org).



September 12, 2016

Pamela Guerrier
Palm Beach County Office of Equal Opportunity
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Ms. Guerrier:

PEACE is once again writing in support of continued funding for Legal Aid Society's Wage Recovery Project. Since January 2013, Legal Aid's program has been a successful way for over 500 victims of Wage Theft to recover over \$500,000 in owed wages - real money back in the hands of real people.

The increased number of cases speaks to its success. Palm Beach County residents know that if they work with Legal Aid, they will receive their owed wages – quickly and free of cost. Because of Legal Aid, hundreds of families have been able to pay their bills and good business owners have been able to flourish in a fair market, making Palm Beach County a better place for all its residents - employers and employees alike.

PEACE is supportive of an increase in funding for the program. Each year, LAS has been more and more successful with this program, assisting more victims and recovering more owed wages. Therefore, we are confident that, if given increased financial resources, LAS will put the funding to great use for the good of the entire county: hiring a full-time paralegal, outreach, training, advertising, etc.

From the beginning, PEACE wanted a way for workers to get their owed wages and this Program, combined with a Docket Day, successfully does that. The presence of enforcement is a deterrent to violations; its absence encourages violators. PEACE supports continued funding at a level necessary for the program to function at its potential.

Sincerely,

PEACE Wage Theft Committee

CC:

Ana Casey, Legal Aid Society of Palm Beach County, Inc.
Vanessa Coe, Legal Aid Society of Palm Beach County, Inc.

100 N. Palmway Lake Worth, FL 33460

(561) 882-0403

peacepbc@gmail.com

ATTACHMENT 4
(Page 1 of 2)



Associated Builders and Contractors
Florida East Coast Chapter, Inc.
3730 Coconut Creek Parkway, Suite 200
Coconut Creek, Florida 33066
Phone 954.984.0075 Fax 954.984.4905
www.ABCEastFlorida.com

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The Everglades Group, LLC

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DuBois Construction Services

Charles Ermer
Right Way Plumbing Co.

Clay Fischer
Woodland Construction Co., Inc.

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Belfour Beatty Construction

Randall Lebolo
Lebolo Construction Management, Inc.

Roy F. MacRobert
Supermix Concrete and Superblock

Howard Newman
Bateman, Gordon & Sands, Inc.

Bernard Paul-Hus
Hypower, Inc.

Kerri Smith
Baker Concrete Construction

Tim Sterling
Coastal Construction Group

Stephen Struve
Latite Roofing & Sheet Metal

Brian A. Wolf, Esq.
Smith, Currie & Hancock LLP

Ken Andersen - Ex-Officio
Coastal Construction Group

Chris Miller - Ex Officio
BRPH Architects & Engineers

President & CEO
Peter M. Dyga, CAE
ABC Florida East Coast Chapter

September 20, 2016

The Honorable Mary Berger
301 North Olive, Suite 1201
West Palm Beach, FL 33401

Dear Mayor Berger,

On behalf of Associated Builders and Contractors, please allow me to offer our continued support of the Palm Beach County Legal Aid Society and their continued efforts to assist residents with their wage theft and wage recovery claims.

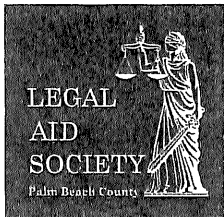
ABC has worked with the County, on how best to address claims of Wage Theft, from the very beginning and has always felt that directing folks in need to Legal Aid is the best possible solution. As we know, not every claim amounts to Wage Theft but every wronged party deserves help. The beauty of partnering with Legal Aid is that the attorneys working on behalf of the residents of the county can help identify the proper legal resolution and also offer any additional legal support needed by individual claimants. They are an incredibly effective one-stop shop for help and one that should continue to be supported.

We believe that the team at Legal Aid has clearly demonstrated their tremendous ability to assist the residents of Palm Beach County with their wage theft claims, that the program has proven to be a success and that they are deserving of an extension of their contract with the county to provide these services.

Respectfully,


Carol Bowen, JD
Vice President of Government Affairs

ATTACHMENT 4
(Page 2 of 2)



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Grasford W. Smith, Esq.

Rebecca Mercier Vargas, Esq.

Gary Woodfield, Esq.

September 6, 2016

Palm Beach County
c/o Insurance Tracking Services (ITS)
PO Box 20270
Long Beach, CA 90801

Re: Certificate of Liability Insurance 2016-2017

Dear ITS:

In reference to the attached Certificate of Liability Insurance for the Legal Aid Society of Palm Beach County, Inc., 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



ATTACHMENT 5
Page 1 of 4

Additional Funding Provided by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

LEGAL-C OP ID: DE
DATE (MM/DD/YYYY)
08/16/2016

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 FAX (A/C, No): 561-210-8716 E-MAIL ADDRESS:		
INSURED Legal Aid Society of Palm Beach County, Inc. Michael Spillane 423 Fern Street, Ste. 200 West Palm Beach, FL 33401		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Allied P&C Ins co		42579
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

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 INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACBPBPOC5955086881	08/28/2016 08/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACBPBPOC5955086881	08/28/2016 08/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						PROPERTY 415,600

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

ATTORNEYS OR LAWYERS
"Palm Beach County Board of County Commissioners,a political subdivision of the State of Florida,its Officers,Employees and Agents" ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
PALMB46 PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES INC (ITS) P O BOX 20270 LONG BEACH, CA 90801	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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2016

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. 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
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	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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								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	\$
									GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS								BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS								PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS									\$
	<input type="checkbox"/> NON-OWNED AUTOS									\$
										\$
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE									\$
	<input type="checkbox"/> RETENTION \$									\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y / N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$
A	Legal Profes					15CPBA1328216	05/01/2016	05/01/2017	\$1,000,000/\$1,000,000	
A	Management Liab					15CPBA1328216	05/01/2016	05/01/2017	\$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 are Additional Insureds with respect to the operations of the named insured. Claims made policy with no retro active date, full prior acts coverage.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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 <i>Laurie S. Celanovi</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2016

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	CONTACT NAME: Judy Coleman	
Burke, Bogart & Brownell Insurance, Inc.	PHONE (A/C. No. Ext): (561) 392-8888	
181 Crawford Blvd.	FAX (A/C. No): (561) 750-9134	
	E-MAIL ADDRESS: jcoleman@bbbins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Boca Raton FL 33432	INSURER A :FCCI Insurance Company	10178
INSURED	INSURER B :	
Legal Aid Society of Palm Beach County, Inc.	INSURER C :	
423 Fern Street, Site 200	INSURER D :	
West Palm Beach FL 33401	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER:16-17 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 INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER:						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	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	001-WC16A-62325	8/28/2016	8/28/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P. O. Box 20270 Long Beach, CA 90801	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/JCC