

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2018

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Office of Equal Opportunity

Submitted By: Office of Equal Opportunity

Submitted For: Handicap Accessibility and Awareness Grant Review Committee

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** A contract with Habilitation Center for the Handicapped, Inc. (HabCenter) in an amount not to exceed \$5,000 to be used to purchase and install an Americans with Disabilities Act (ADA) compliant automatic powered door at an alternate entrance of the HabCenter facility in Boca Raton.

Summary: Approval of this contract will provide alternative accessibility to persons with disabilities. In 2017, the Board of County Commissioners (BCC) approved a \$5,000 contract for the HabCenter to fund the purchase and installation of a new door system in their main entrance. This request is for an additional door system in an equally high traffic entrance of the HabCenter's building. Countywide (DO)

Background and Justification: On December 15, 1992, the BCC adopted Resolution No. R-92-1890 which created the Office of Equal Opportunity Handicap Accessibility and Awareness Grant Review Committee (Committee). The Committee reviews proposals submitted by non-profit organizations in conformance with the Resolution and establishes program guidelines. The Committee and the Office of Equal Opportunity concur on the funding recommendation and funding amount.

Attachment:

1. Contract with HabCenter includes Exhibit "A" and Certificate of Insurance

Recommended by: Tamela [Signature]
Department Director

14 September 2018
Date

Approved by: Nancy L. Bolten
Assistant County Administrator

9/26/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs		5,000			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		5,000			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes ☒ No ☐
Does this item include the use of federal funds? Yes ☐ No ☒

Budget Account No.: Fund 0001 Agency 400 Org 4251 Object 8201


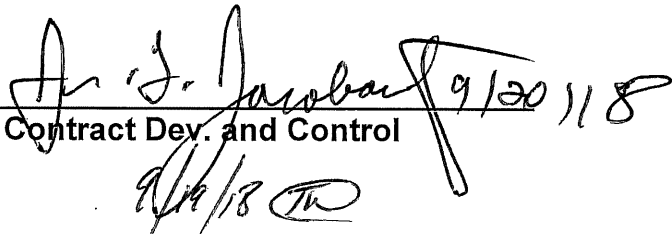
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Office of Equal Opportunity’s Handicap Program has an annual cost of \$115,913 for FY2019. These costs are \$65,494 for salary and benefits for one staff person and distribution of \$10,000 to community organizations by the Office of Equal Opportunity Handicap Accessibility and Awareness Grant Review Committee.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

 OFMB  Contract Dev. and Control

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 CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20__, 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 **(Habilitation Center for the Handicapped, 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 **59-1859543**.

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 detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be **Derek Horne, telephone no. (561)355-4197.**

The AGENCY's representative/liaison during the performance of this Contract shall be **Barbara Cambia, telephone no. (561) 483-4200.**

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on **October 2, 2018** and complete all services by **September 30, 2019**.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be reimbursed by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Thousand Dollars (\$5000). The AGENCY will submit an invoice, with copies of canceled checks or such documentation as the COUNTY may require for reimbursement.
- B. The AGENCY should submit invoices with a cover letter indicating the total amount for reimbursement signed by an authorized AGENCY official. 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Five Thousand Dollars (\$5000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "A". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. 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 AGENCYs. 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 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 cause upon five (5) business day's written notice to the AGENCY or without cause upon ten (10) business day's 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, except as otherwise directed by the COUNTY, in writing, 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 hereunder 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 SBEM/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, nonowned 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 preloss 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 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 judgement 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, judgement, 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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 AGENCYs 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:

Derek Horne, Accessibility Specialist
Palm Beach County Office of Equal Opportunity
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:

Barbara Cambria-Board President
Habilitation Center for the Handicapped, Inc.
22313 Boca Rio Road
Boca Raton, Florida 33433

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Contract 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

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
Mayor

WITNESS:

Al Kenette Penny-Bedden
Signature
Al Kenette Penny-Bedden
Name (type or print)
Melanie Powlis
Signature
Melanie Powlis
Name (type or print)

AGENCY:

Habilitation Center for the Handicapped,
Inc. Robert DiRocco
Signature
Robert DiRocco
Name (type or print)
Executive Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Pamela
Department Director

PART 2

PROPOSAL FACT SHEET

Date Submitted: July 5, 2018

Agency: Habilitation Center for the Handicapped, Inc. (HabCenter)

Address: 22313 Boca Rio Road

City: Boca Raton Zip Code: 33433

Contact Person: Jon Lewandowski

Title: Grant Manager

Agency Mission: The mission of Habilitation Center for the Handicapped, Inc. (HabCenter) is to equip adults with special needs with the knowledge, skills and behavior needed to lead useful and productive lives, and dignity, respect, and independence.

Agency Annual Budget: \$3,881,020

Major Funding: Agency for Persons with Disabilities/Medicaid: \$953,000; Earned income/HABCO Manufacturing: \$1,380,000; Earned income/Nursery Program: \$500,000; grants/community contributions (private families, businesses, foundations): \$500,000

PROPOSAL INFORMATION:

Total Project Budget? \$5,000

Amount Request from Palm Beach County? \$5,000

Statement of Need or Justification for the Project

A primary benefit of this proposed project is improved physical accessibility and equal opportunity for our clients at HabCenter. The majority of clients go through the door we need to replace every day when they are dropped off for day activities and picked up to return home. Clients also use this door when walking outside to eat lunch, taking a break in our meditation garden, attending dances and group events, or participating in recreational activities, such as basketball and karate. The current door to this high traffic entrance is missing an outside door handle. Therefore, when a client is outside and needs to go inside through this door, the client often knocks on the door to get the attention of someone inside to open the door for the client. The current door also creates a barrier for individuals in a wheelchair and others with disabilities who find it difficult to physically open the door on their own. As a result, clients or staff members often prop open the current door in mornings and afternoons to make it easier for clients to go through the cafeteria entrance. The proposed project would replace this door with a new door that meets ADA standards on Automatic Doors and Power-Assisted Doors, and open when a client pushes a button. As such, this project will effectively enable greater accessibility and convenience for clients with disabilities to receive valuable services provided at HabCenter, including employment services, vocational training, developmental training, and Programs in Education, Art, and Recreation. In addition, a new automatic door would improve HabCenter's energy efficiency as it would not have to be propped open, close faster than the current door, and it would help prevent outdoor air from entering the building. Currently, because the door is often held open, HabCenter's HVAC system works harder than it should to maintain the indoor

temperature. Please note, the proposed project would not be used for administration or staff salaries, employee benefits, or any indirect service cost. The requested amount of \$5,000 would fund the purchase and installation of the new door system.

How many people will be served: Up to 220 clients with disabilities each year

Is this a new project? X Yes No; If *not*, how long has it been in existence? N/A

Have you ever applied for the Office of Equal Opportunity Awareness Grant Program?

 X Yes NO

If so, when? Last year, in 2017.

Nature of formerly proposed project: In 2017, the Palm Beach County Office of Equal Opportunity granted HabCenter \$5,000 to fund the purchase and installation of a new door system in our main entrance. The previous 30-year old door required clients with disabilities to push an exterior door handle and physically open the door, which created a barrier for clients who often found it difficult to physically open the door on their own. This project enabled HabCenter to replace the outdated door with a new door that meets ADA standards on Automatic Doors and Power-Assisted Doors. The current grant proposal would support the replacement of an outdated door in another high traffic entrance of HabCenter's building.

Was the proposal granted or denied? It was granted

To what other sources are you applying for funding of this project? None; we would have to use general operating funds if we do not receive this grant. We would like to be able to use our general operating funds for other organizational or program needs.

List similar services in Palm Beach County

Arc of Palm Beach: Offers services for adults and children with disabilities; however, unlike the HabCenter, Arc of Palm Beach does not provide advanced vocational training programs in Plant Nursery or Manufacturing operations. _____

Vocational Rehabilitation: Federal-state program to help people with disabilities get jobs. _____

Palm Beach Habilitation Center: Offers job training and employment services for individuals with disabilities; however, unlike the HabCenter, Palm Beach Habilitation Center does not provide advanced vocational training programs in Plant Nursery or Manufacturing operations. _____

THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL AUTHORIZED OFFICER IN THE AGENCY

AGENCY NAME: Habilitation Center for the Handicapped, Inc. (HabCenter)

ADDRESS: 22313 Boca Rio Road, Boca Raton, FL 33433

SIGNED: Robert DiRocco TELEPHONE: 561-483-4200

PRINT NAME: Robert DiRocco DATE: _____

TITLE: Executive Director

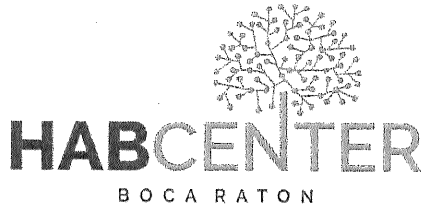
TAX ID: 59-1859543

IN THE EVENT YOUR AGENCY IS AWARDED A CONTRACTUAL/GRANT ON THE BASIS OF THE PROPOSAL, PLEASE TYPE BELOW THE NAME AND TITLE OF THE OFFICIAL WHO WILL SIGN THE CONTRACT, (MUST BE AN OFFICER OF THE BOARD OF DIRECTORS).

NAME: Barbara Cambia

TITLE: Board Chair

SIGNATURE: Barbara Cambia



Proposal to Palm Beach County Office of Equal Opportunity Disability Accessibility Awareness Program – 2018 Request

Habilitation Center for the Handicapped, Inc. (HabCenter) is requesting a \$5,000 grant from the Palm Beach County Office of Equal Opportunity Disability Accessibility Awareness program to replace the outdated door at the primary drop off/cafe/entrance at the center. This project will improve physical accessibility and equal opportunity for our 220 clients, as well as directly contribute to greater integration of individuals by facilitating easier access to a high traffic entrance at HabCenter.

Brief Background of HabCenter

HabCenter, a 501 (c)(3) nonprofit organization, delivers a wide range of comprehensive services to enhance the quality of life and independence of adults with disabilities. Approximately 90% of our clients are at or below poverty level. Job retention is difficult for them because: 1) places of employment are not supportive or equipped to handle special needs, or 2) physical and/or mental limitations render our clients incapable of holding competitive positions. Yet, 75% report wanting to work.



To address these challenges of poverty and lack of opportunity and supports, HabCenter provides adults with disabilities with highly supportive vocational training and support services through our two business enterprises:

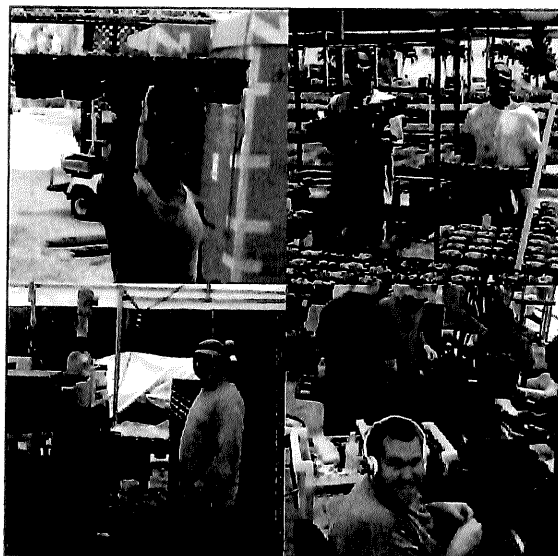
- HABCO Manufacturing, <http://habcomanufacturing.com/>;
- The Plant Nursery, <http://habcenter.org/cause/plant-nursery/>.

We also offer a competitive employment training and placement program, Get Ready, Let's Go! through which clients receive paid On-The-Job Training, intensive support

services, and job placement services. Clients who gain successful community employment placements benefit from a greater sense of community, improved quality of life, increased sense of independence, and earned income starting at minimum wage or higher. These workforce development programs enable up to 220 clients to:

1. **Learn workplace behavior:** Such as listening to and taking direction, following schedules, learning and using new techniques and skills, sharing work space, and communicating appropriately and effectively with supervisors and colleagues.
2. **Develop highly marketable skills through vocational training:**
At HABCO Manufacturing, clients gain skills and experience in product assembly, technology repairs, packaging, cable and wire assembly, fulfillment services, sewing, and kitting. HABCO Manufacturing employs 25 staff members who provide supervision, training, support, prompts and reinforcement to our clients. Our team also includes two engineers who develop adaptive equipment to assist clients in accomplishing work-related tasks. In several cases, this means designing custom-made jigs that assist clients with mobility issues.

Plant Nursery, with a knowledgeable team of 5 horticulturists, teaches clients all aspects of growing, selling, and caring for bedding plants. This program enables clients to gain knowledge of customer and personal service by teaching clients to interact with customers in a professional manner. Clients also develop valuable transferrable skills, such as time management, active listening, speaking, decision making, problem solving and service orientation.



3. **Earn income:** Clients receive compensation for their hands-on vocational training through HABCO Manufacturing and Plant Nursery. Income earned through HabCenter's programming helps clients bolster their financial capacity and independence. **In 2017, clients earned over \$400,000 in wages.**

4. **Gain competitive employment:** Get Ready, Let's Go! provides higher functioning clients with opportunities to secure competitive employment within the community. The program includes an accelerated Job Club training program (on soft/hard work skill development), paid On-The-Job training, and supported employment, which results in clients gaining community-based jobs at minimum wage or higher. In 2017, we successfully placed clients in jobs within Publix, Scott Cunningham Pest Control, St. Andrews Estates, SA Company, Embassy Suites by Hilton, Dunkin' Donuts, and Rayfield Family Literacy Center.

5. **Benefit from comprehensive behavioral education and support services:** To help clients negotiate challenges and conflicts through walk-in services, crisis response, regularly scheduled individual and group therapy sessions, and access to behavioral and occupational therapists – all to improve clients' mental health, sociability, and relationships with others. We also offer health and wellness workshops and access to dentists and other health professionals through community partnerships, such as the Special Olympics. In 2017, we engaged 30 local university master's level interns to support our efforts to provide exceptional behavioral and mental health services for our clients.



6. **Enrich their lives through Programs in Education, Arts, and Recreation (PEAR):** Including day services, respite care, health awareness and services, reading and writing sessions, computer classes, art and creative expression classes, martial arts, cooking activities, basketball, holiday parties and social events. In 2018, we secured a new van that will enable our team to take clients out on field trips in the future to local events, museums, concerts, and cultural events.

Concepts, Goals and Objectives of the Project

HabCenter serves over 220 clients with disabilities. Diagnoses of current clients include: ADHD, Anxiety, Asperger's, Autism, Bipolar, Blindness, Brain Injury, Cerebral Palsy, Chromosomal Abnormality, Depression, Down Syndrome, Dwarfism, Epilepsy, Fragile X

Syndrome, Hearing Impairment, Impulse Control Disorder, Intellectual Disability, Memory Loss, Microcephaly, Obsessive/Compulsive Disorder, Posttraumatic Stress Disorder, Psychosis, Schizophrenia, Seizure Disorder, Spina Bifida, Spinal Stenosis, Tourette's Syndrome, and Williams Syndrome. Currently, approximately 40% of clients are women and 60% are male. Twenty-five percent are Black; 15% identify as Hispanic/Latino, and 60% are White. Additionally, approximately 90% of clients receive public benefits such as Medicaid, food assistance, and the Florida Medicaid Waiver, indicating they are at or below Federal Poverty Guidelines.

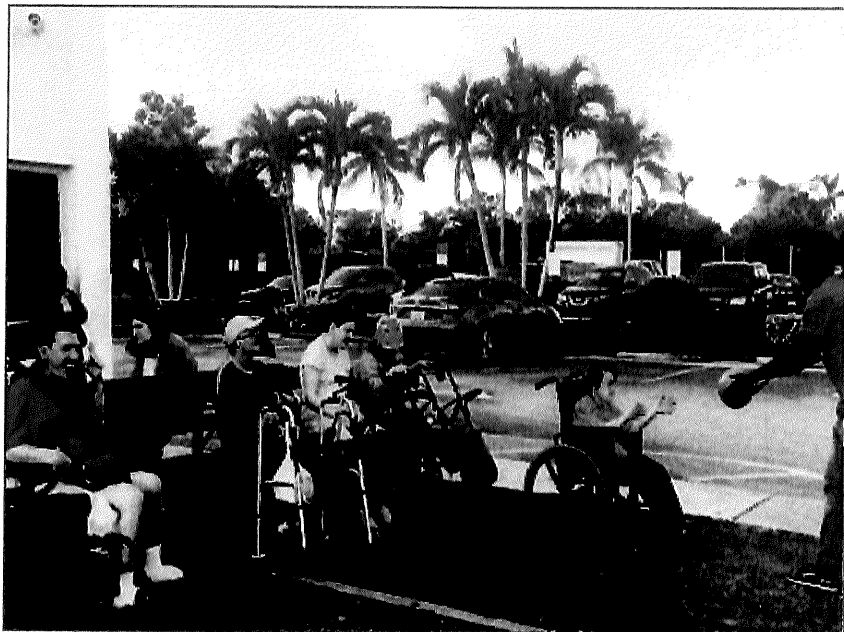
No matter what challenges a person may have, every person has the right to opportunities for personal growth and the ability to fulfill their individual potential to thrive vocationally, mentally and emotionally. HabCenter has a proven track record of elevating the functional skills of adults with disabilities and have demonstrated a commitment to a fully integrated response to their needs as human beings.

For many of our clients, HabCenter functions as a day program. It is a comforting place they are welcomed to spend the day – to increase vocational skills, to improve socialization skills, experience a sense of community, and receive support services.

This proposed project would improve accessibility to our high-quality programming for the clients we serve who are challenged with physical disabilities and/or poor gross motor skills. The new door would relieve daily frustration and unnecessary strain for the 40 clients we serve who live with physical disabilities, ranging from visual impairments to Spina Bifida to Cerebral Palsy to Traumatic Brain Injury, and many more clients we serve with gross motor skill challenges.

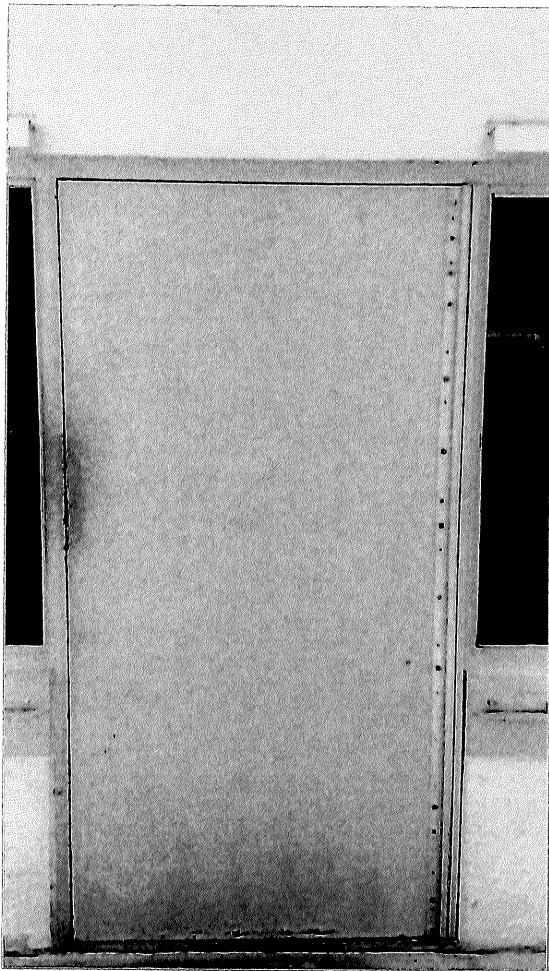
Statement of Need & Benefits to be Derived

A primary benefit of this proposed project is improved physical accessibility and equal opportunity for our clients at HabCenter. The majority of clients go through the outdated door we need to replace every day when they are dropped off for the day activities and picked up to return home. Clients also use this door when walking outside to eat lunch, taking a break in our meditation garden, attending dances and group events, or participating in recreational activities, such as basketball and karate. The current door to this high traffic entrance is missing an outside door handle. Therefore, when a client is outside and needs to go inside through



this door, the client often knocks on the door to get the attention of someone inside to open the door for the client. The current door also creates a barrier for individuals in a wheelchair and others with disabilities who find it difficult to physically open the door on their own. As a result, clients or staff members often prop open the current door in mornings and afternoons to make it easier for clients to go through the cafeteria entrance.

This proposed project would replace this outdated door with a new door that meets ADA standards on Automatic Doors and Power-Assisted Doors, and open when a client pushes a button. As such, this project will effectively enable greater accessibility and convenience for clients with disabilities to receive the valuable services provided at HabCenter, including employment services, vocational training, developmental training, and Programs in Education, Art, and Recreation. Furthermore, a new automatic door would empower individuals with disabilities to use this entrance independently, instilling a greater sense of self-sufficiency among clients. In addition, a new automatic door would improve HabCenter's energy efficiency as it would not have to be propped open; close faster than the current door; and it would help prevent outdoor air from entering the building. Currently, because the door is often held open, HabCenter's HVAC system works harder than it should to maintain the indoor temperature. Below are pictures of the outdated door from the outside (left) and inside (right), which needs to be replaced at HabCenter's cafeteria entrance.



Number of People to be Served, Amount of Grant Request & Itemized Breakdown of Expenditure

The proposed project would serve all of HabCenter’s 220 clients, and specifically the 40 clients we serve with physical disabilities, ranging from visual impairments to Spina Bifida to Cerebral Palsy to Traumatic Brain Injury.

Amount of Grant Request: \$5,000

Itemized Breakdown of Expenditure:

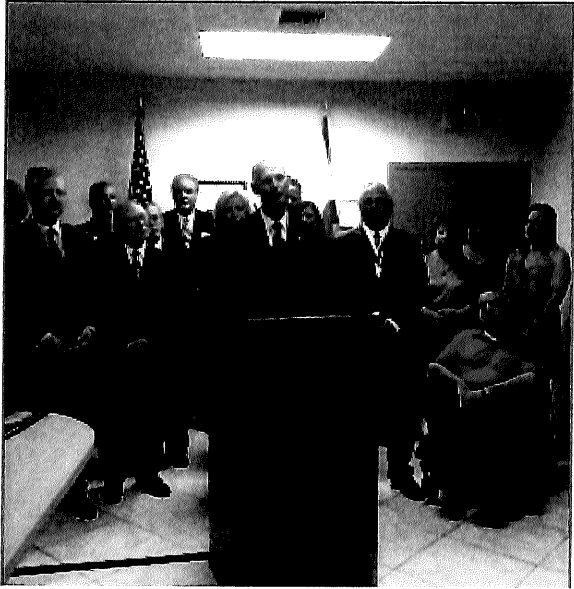
Expense Item	Amount
Nabco to Remove Existing Hollow Metal Door Panel Install: One single hollow metal HRSO door, panel size 39 5/8” x 79 1/8” WITH 5”x20” wire glass vision kit, full surface continuous hinge, and Std. ADA Threshold	\$2,200
Series 8500 Single Swing Door Operator with push/out arm assembly. Type LH Outswing operator with 39 ½” case; activation by 2-ea 4 ¾” square 900 mhz radio-controlled push plates with 900mhz receiver. SuperScan Safety Sensor on swing side of door for added protection. Clear anodized.	\$2,800
Total Budget for Project	\$5,000

Data Supporting Continuation of Services, Use of Equipment & Other Data Supporting Project

According to Local Disability Data for Planners, 74,600 adults in Palm Beach County live with a disability. Despite these staggering statistics, individuals with disabilities, particularly adults, are often overlooked – as such, wait lists for some programming at HabCenter currently average 7+ years in the state of Florida, and we are at capacity serving our population of 220 clients. The Americans with Disabilities Act strengthened the rights of individuals with disabilities to access goods and services on an equal basis with those without disabilities. This means removing all barriers to services and programs. HabCenter strives to be a place of high comfort, convenience, and community for people with disabilities – a place where they are truly at home and feel welcome. A new, modern door at a high traffic hub of our center will improve accessibility in significant ways; contribute to greater integration; advance equal opportunity; and improve comfort of the people with disabilities we serve.

Recent Accolades and Awards

In 2017 HabCenter became an official Florida Unique Abilities Partner. This important program, part of the Florida Department of Economic Opportunity, recognizes businesses and organizations that demonstrate their dedication to strengthening communities and the economy by helping Floridians with unique



abilities tap into their talents to become more independent. We look forward to using this opportunity to partner with other businesses and organizations committed to Floridians with unique abilities as well.

In 2017, Governor Rick Scott visited HabCenter. During his visit, he celebrated our success in providing job opportunities and training to adults with mental and physical disabilities while highlighting our contributions to our local economy. Also during the Governor's visit, HabCenter's Executive Director, Robert DiRocco, was awarded the Governor's Business Ambassador Award. The HabCenter's executive management team was subsequently invited to attend the State of the State address, during which Governor Scott praised HabCenter's educational, training, and manufacturing programming to members of the Florida Legislature. This stands to serve as a testament to progress HabCenter has made toward its goal to strengthen relationships and partnerships with local and regional government leaders to better serve our clients and expand their access to opportunities.

Thank You

The HabCenter team thanks Palm Beach County Office of Equal Opportunity for its partnership in improving the accessibility of our services for the benefit of the adults with disabilities in Palm Beach Counties. We deeply appreciate your support. Please reach out to Jon Lewandowski, Grants Manager at HabCenter, with any questions regarding this submission at jlewandowski@habcenter.org or 561-483-4200 ext. 116 or cell phone: 231-499-2784.

Client#: 151701

NAIC# 0000000000

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBIZ Weekes & Callaway
3945 West Atlantic Avenue
Delray Beach, FL 33445
561 278-0448

CONTACT NAME: Evelyn D. Ambler, AAI

PHONE (A/C, No, Ext): 561 278-0448

FAX (A/C, No):

E-MAIL ADDRESS: eambler@cbiz.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Harleysville Preferred Insurance Compan

INSURER B : Nationwide Mutual Insurance Co.

INSURER C : Associated Industries Insurance Company

INSURER D :

INSURER E :

INSURER F :

NAIC #
35696
23787
23140

INSURED
Habilitation Center for the Handicapped, inc.
22313 Boca Rio Road
Boca Raton, FL 33433

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>			GL00000067969Q	06/01/2018	06/01/2019	<div>EACH OCCURRENCE \$1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000</div> <div>MED EXP (Any one person) \$20,000</div> <div>PERSONAL & ADV INJURY \$1,000,000</div> <div>GENERAL AGGREGATE \$3,000,000</div> <div>PRODUCTS - COMP/OP AGG \$3,000,000</div> <div></div> <div>\$</div>

| B | AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ | | | BA00000067970Q | 06/01/2018 | 06/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |

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

Florida Statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non renewal.

renewal.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and agents c/o Office of Equal Opportunity, 301 North Olive Avenue, 10th Floor, West See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

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 25 (2016/03) 1 of 2 #S1831581/M1831480

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DESCRIPTIONS (Continued from Page 1)

Palm Beach, FL 33401 is named as additional insured with respects to the general liability when required by written contract with the named insured per the policy terms and conditions.