

**AGREEMENT BETWEEN BROWARD COUNTY AND LEGAL AID SERVICE OF BROWARD COUNTY, INC.  
FOR LEGAL SERVICES**

Agreement Number: 18-FSAD-LASBC-1

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and Legal Aid Service of Broward County, Inc., an active nonprofit Florida corporation ("Legal Aid"). County and Legal Aid are collectively referred to as the "Parties."

RECITALS:

This Agreement will enable the County to provide funds to Legal Aid for the provision of civil legal services, not otherwise funded by another funding source; and

This Agreement will satisfy County's funding obligations established in Sections 29.008 and 939.185, Florida Statutes, and enables the County to assist in funding legal aid programs; and

The funding given to Legal Aid has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS**

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - The Agreement includes Articles 1 through 15 inclusive, the "Whereas" clauses recited above, and all exhibits, addenda, and attachments that are expressly incorporated herein by reference.

1.2 **Board** - The Board of County Commissioners of Broward County, Florida.

1.3 **Customers** - Individuals served under this Agreement as described in Exhibit D-1, "Scope of Services." Customers are persons determined by Legal Aid to be indigent and other qualifying needy persons residing in Broward County who receive civil legal assistance services from Legal Aid which are being funded by this Agreement.

1.4 **Contract Administrator** - The Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.

1.5 **Contract Manager** - The Human Services Department division staff person who coordinates and communicates with Legal Aid and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. The Parties

may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.

- 1.6 **County Attorney** - The chief legal counsel for County appointed by the Board.
- 1.7 **County Administrator** - The administrative head of County appointed by the Board.
- 1.8 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.9 **FSAD** - The County's Family Success Administration Division.
- 1.10 **Fiscal Year or "FY"** - The twelve (12) month period that commences on October 1 of each year and ends on September 30 of the following year.
- 1.11 **HSD** - The Broward County Human Services Department.
- 1.12 **HSSS** - The Human Services Software System. The Client Services Management System or any other participant information collection and data exchange system(s) designated by County.
- 1.13 **Initial Term** - The period as specified in Exhibit A, "Agreement Specifications."
- 1.14 **Option Period** - A contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."
- 1.15 **Program** - The services described in Article 3 and in Exhibit D-1 of this Agreement.

## **ARTICLE 2. TERM**

The term of this Agreement shall begin and end on the dates specified in Exhibit A, "Agreement Specifications." This Agreement may be renewed by the County's Contract Administrator in his or her sole discretion for up to two (2) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify Legal Aid of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, subject to consideration of any requirements in Section 3.3.

## **ARTICLE 3. SCOPE OF SERVICES**

3.1 Legal Aid shall provide the services set forth in Exhibit D-1, "Scope of Services," and shall meet the outcomes set forth in Exhibit D-2. The Scope of Services is a description of Legal Aid's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Legal Aid impractical, illogical, or unconscionable.

3.2 If applicable, Legal Aid shall notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Contract Adjustment no less than thirty (30) calendar days prior to such change in accordance with the "NOTICES" section of this Agreement. No such opening, closing, or relocation shall occur without County's prior written consent, which consent shall not be unreasonably withheld.

3.3 **Funding;** This Agreement is subject to applicable laws and subsequent changes in such laws relating to any obligations of County to assist in funding legal aid programs, including Section 29.008

(Court funding of court-related functions) and Section 939.185 (Assessment of additional court costs and surcharges), Florida Statutes.

In the event there are subsequent changes in any obligations of County to assist in funding legal aid programs as stated in Section 3.3 herein, the Board or the County Administrator may terminate this Agreement with written notice from Contract Administrator effective thirty (30) days after written notice from the Contract Administrator.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT**

Funding and method of payment shall be in accordance with the funding and method of payments section in Exhibit A, "Agreement Specifications."

#### **ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)**

If the Contract Manager requests Legal Aid to participate in the HSSS, then, Legal Aid will do so within the requested timeframe. In such event, Legal Aid shall comply with the HSSS requirements to be provided by the Contract Manager.

#### **ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS**

Legal Aid shall comply with the Monitoring, Records, and Reporting requirements outlined in Exhibit A, "Agreement Specifications."

#### **ARTICLE 7. TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved party identifying the breach. Termination for cause by County shall be by action of the Board with written notice provided to Legal Aid by the HSD Director or Deputy Director, which termination date shall be the date stated in the written notice but not less than thirty (30) days after the date of such written notice. Termination for cause by Legal Aid shall be effective not less than thirty (30) days after notice of termination is received by County. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when Legal Aid closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determine that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Legal Aid's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Legal Aid is placed on the Scrutinized Companies with Activities in

Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Legal Aid provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the HSD Director or Deputy Director in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, Legal Aid shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. Legal Aid acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Legal Aid, as specific consideration to Legal Aid, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due Legal Aid may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.

7.6 This Agreement may also be terminated in accordance with the "EEO AND CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

7.7 TRANSITION PLAN: Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason whatsoever, Legal Aid shall cooperate fully with County, and any third party designated by County (or its Contract Administrator), to develop a Transition Plan to provide for the transition of the services provided hereunder. The Transition Plan shall at a minimum, provide for the orderly and reasonable transfer of services in a manner which causes minimal disruption to the continuity of services.

#### **ARTICLE 8. SUBCONTRACTING**

Legal Aid shall not subcontract any portion of the services without prior written approval of the Contract Administrator. Any such pre-approved subcontracting shall be governed by the subcontracting section in Exhibit A, "Agreement Specifications."

#### **ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

9.1 FINANCIAL STATEMENTS. Legal Aid shall provide to the Repository, and a copy to the Contract Manager, annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of the County funds are expended and any management letter(s) thereby generated.

Said annual financial statement shall account for all monies received from County via explicit, discrete disclosures and accompanying notes to the financial statements.

Said financial statements for this Agreement shall be submitted to the Human Services Repository, and a copy shall be simultaneously provided to the Contract Manager, within one hundred twenty

(120) days after the close of each of Legal Aid's fiscal years in which Legal Aid accounts for funds under this Agreement.

Late submission of the financial statements or absence of discrete disclosure shall entitle County to recover any payment made under this Agreement.

Legal Aid acknowledges submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Repository for this Agreement.

9.2 MANAGEMENT LETTERS. Legal Aid shall provide the Repository, and shall simultaneously provide a copy to the Contract Manager, any and all management letters arising from audited financial statements within one hundred twenty (120) days after the end of Legal Aid's fiscal year.

Legal Aid shall provide to the Repository, and a copy to the Contract Manager, the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

Legal Aid shall provide to the Repository, and shall provide a copy to the Contract Manager, any compliance audits required by law within ninety (90) days after the close of each of Legal Aid's fiscal years in which Legal Aid accounts for funds under this Agreement.

#### **ARTICLE 10. EEO AND CBE COMPLIANCE**

10.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Legal Aid shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by Legal Aid to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

Legal Aid shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

Legal Aid shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½. Legal Aid shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Legal Aid shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Legal Aid represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Legal Aid all monies paid by County

pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

10.2 Although no CBE goal has been set for this Agreement, County encourages Legal Aid to give full consideration to the use of CBE firms to perform work under this Agreement.

**ARTICLE 11. INDEMNIFICATION**

Legal Aid shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Legal Aid, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Legal Aid shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Legal Aid under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

**ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT**

12.1 County's representative is the HSD Director, Deputy Director, or the Division Director of the division administering this Agreement. The title of Legal Aid's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."

12.2 The empowered signators of invoices under this Agreement for Legal Aid are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to County as directed in the "NOTICES" section of this Agreement.

12.3 The empowered signator of this Agreement for Legal Aid is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 shall be communicated to County as directed in Article 4 and in the "NOTICES" section of this Agreement.

**ARTICLE 13. INSURANCE**

Legal Aid shall maintain insurance coverage as specified in Exhibit A, "Agreement Specifications."

**ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS**

14.1 Legal Aid represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and shall remain true and correct. In the event that any of the following representations becomes untrue at any time, Legal Aid shall immediately provide written notice to the Contract Administrator:

- A. There have been no irregularities involving its management or employees that could have a material effect on Legal Aid's operations or financial stability.
- B. Legal Aid has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
- C. All material information pertaining to the financial position of Legal Aid has been disclosed in its records and provided to County.
- D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of Legal Aid have been properly recorded in its records and disclosed to County.
- E. Legal Aid maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where Legal Aid is operating a facility or providing a service where any type of licensure is required, including, but not limited to, under federal, state, county, or other local law.
- F. When applicable, Legal Aid will ensure compliance with the provisions of the Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Legal Aid shall maintain these screening requirements and records of same for volunteers and employees based on the population served.
- G. E-VERIFY: As applicable, if Legal Aid is a recipient, directly or indirectly, of State of Florida funds under this Agreement, Legal Aid shall enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:
1. Verifying the employment eligibility of all persons employed during the Agreement Term by Legal Aid to perform the work under this Agreement.
  2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to Broward County within seven (7) days of request from County.
  3. Requiring all persons, including subcontractors, assigned by Legal Aid to perform work under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between Legal Aid and the subcontractor, whichever is later. Legal Aid shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to County within seven (7) calendar days from County's request.
  4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
  5. Initiating E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration ("SSA").

6. Maintaining records of its participation and compliance with the provisions of the E-Verify Program and making such records available to County within seven (7) days of County's request.

H. Legal Aid represents to County for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Customer records and electronic exchange of confidential information.

I. All representations and information provided by Legal Aid to County in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.

14.2 Legal Aid acknowledges that:

A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, shall accompany this Agreement upon execution of this Agreement by Legal Aid.

B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by County and should not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

C. County has relied on all representations and information provided to County by Legal Aid in the course of Legal Aid competing for and developing this Agreement.

#### **ARTICLE 15. MISCELLANEOUS**

15.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents, with the exception of Customer records, provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Legal Aid grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement pursuant to the terms of Article 7, any reports, photographs, surveys, and other data and documents other than Customer records prepared by Legal Aid, whether finished or unfinished, shall become the property of County and shall be delivered by Legal Aid to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Legal Aid shall be withheld until all documents are received as provided herein. Legal Aid shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

After the five (5) year retention period or any longer retention period as stated in Section 15.3 below, Legal Aid shall notify the Contract Administrator that the retention period has expired and shall provide at least ten (10) calendar days for County to obtain the records if County desires to retain the records for a longer period of time; such notice shall be made in writing pursuant to the "NOTICES" section of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

15.2 Public Records. To the extent Legal Aid is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Legal Aid shall:



- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion or termination of the Agreement if the records are not transferred to the County; and
- d. Upon completion or termination of the Agreement, transfer to County, at no cost, all public records in possession of Legal Aid upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Legal Aid transfers the records to the County, Legal Aid shall destroy any duplicate public records that are exempt or confidential and exempt. If Legal Aid keeps and maintains public records upon completion of the Agreement, Legal Aid shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Legal Aid to comply with the provisions of this section shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. Legal Aid will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Legal Aid contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, Legal Aid must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Legal Aid as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Legal Aid. Legal Aid shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6385, DESTEVENS@BROWARD.ORG (WITH SIMULTANEOUS COPY TO LWILSON@BROWARD.ORG), ATTN: SENIOR OFFICE**

**SUPPORT SPECIALIST, HUMAN SERVICES DEPARTMENT, 115 S. ANDREWS AVE.,  
SUITE 303, FORT LAUDERDALE, FLORIDA 33301.**

15.3 AUDIT RIGHTS AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of Legal Aid and its subcontractors that are related to this Agreement. Such rights include, but are not limited to, examination of books, records, and accounts supporting the cost per unit of service, as well as any such records of funds received from other sources for the same or similar services as performed under this Agreement. Legal Aid and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Legal Aid and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Legal Aid or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Legal Aid and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Legal Aid's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. Legal Aid acknowledges that in the event County determines that funds are due back to County, the HSD Director or Deputy Director may in his or her sole and absolute discretion require Legal Aid to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date County incorrectly paid Legal Aid. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Legal Aid in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Legal Aid in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Legal Aid.

Legal Aid shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

15.4 TRUTH-IN-NEGOTIATION CERTIFICATE. Legal Aid's compensation under this Agreement is based upon representations supplied to County by Legal Aid, and Legal Aid certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

15.5 INDEPENDENT CONTRACTOR. Legal Aid is an independent contractor under this Agreement. Services provided by Legal Aid pursuant to this Agreement shall be subject to the supervision of Legal Aid. In providing such services, neither Legal Aid nor its agents shall act as officers, employees, or

agents of County. Legal Aid shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and all other obligations applicable to services rendered by Legal Aid under this Agreement shall be the responsibility of Legal Aid.

15.6 PUBLIC ENTITY CRIME ACT. Legal Aid represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Legal Aid further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Legal Aid has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Legal Aid under this Agreement.

15.7 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LEGAL AID AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.8 AMENDMENTS. Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and Legal Aid or others delegated authority to or otherwise authorized to execute same on their behalf; provided, however that the HSD Director or Deputy Director, may authorize amendments to the Scope of Services and related exhibits, that neither increase nor decrease the funding authorized herein. However, the HSD Director or Deputy Director may make adjustments pursuant to the "EMERGENCY CONDITIONS" of Article 15 using Exhibit F ("Contract Adjustment"). The County Administrator may execute amendments to the Agreement subject to the budgeted amounts, including providing funding for the Option Period(s).

15.9 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement

shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.10 COMPLIANCE WITH LAWS. Legal Aid shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.11 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.12 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.13 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Legal Aid shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D-1, "Scope of Services." Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Legal Aid of this Agreement or any right or interest herein without County's written consent.

Legal Aid represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Legal Aid shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Legal Aid's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

15.14 CONFLICTS. Neither Legal Aid nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Legal Aid's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Legal Aid's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Legal Aid is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Legal Aid or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Legal Aid is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Legal Aid shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Legal Aid.

15.15 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

15.16 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referenced herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.17 THIRD PARTY BENEFICIARIES. Neither Legal Aid nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.18 NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed herein and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section. The Parties designated persons and respective places for giving of notice are set forth in Exhibit A, "Agreement Specifications."

15.19 DRUG-FREE WORKPLACE. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Legal Aid shall serve as Legal Aid's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement. Legal Aid shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Manager prior to or with the signed Agreement.

15.20 CERTIFICATION RELATING TO FEDERAL LOBBYING. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned Legal Aid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Legal Aid, the undersigned Legal Aid shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

15.21 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN'S SERVICES. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act also applies

to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed. Failure of Legal Aid to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to such Act on the responsible entity, such as Legal Aid. By signing this Agreement, the undersigned Legal Aid certifies that Legal Aid will comply with the requirement of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

15.22 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If Legal Aid identifies a programmatic contract provision that requires interpretation in order for Legal Aid to understand its obligations, Legal Aid will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to Legal Aid within a reasonable time after any request by Legal Aid for an interpretation. The Contract Administrator's programmatic interpretations shall be deemed conclusive and final.

15.23 PUBLICITY. Legal Aid acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities ("Promotional Materials") undertaken by Legal Aid concerning the services funded by this Agreement shall include the following statement: "The services provided by Insert Name is a collaborative effort between Broward County and Insert Name with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

Legal Aid shall use the name "Broward County" and the official Broward County logo in all Promotional Materials of Legal Aid related to the services funded by this Agreement. Requests for the official electronic version of the Broward logo shall be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, or [publicinfo@broward.org](mailto:publicinfo@broward.org).

15.24 EMERGENCY CONDITIONS. Legal Aid shall provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or other location(s) in Broward County as determined by County, through its Contract Administrator. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which commences

upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the HSD Director or Deputy Director has the authority during and after Emergency Conditions, in his or her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period, and (f) extend the term of Agreement.

15.25 RENEGOTIATION. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.

15.26 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through G, as well as the Provider Handbook and other documents referenced herein, are incorporated and made a part of this Agreement.

Legal Aid shall abide by all of the covenants and representations contained in the Request for Proposals, Request for Letters of Interest, or Request for Applications (collectively, "Request") submitted by Legal Aid upon which County relied and upon which this Agreement is based, and Legal Aid acknowledges that such covenants and representations in the Request shall form, become a part of, and be incorporated by reference into this Agreement. If the Request or any portion thereof conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

15.27 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.28 PAYABLE INTEREST.

15.28.1 Payment of Interest. County shall not be liable to pay any interest to Legal Aid for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Legal Aid waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

15.28.2 Rate of Interest. If, for whatever reason, the preceding section is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.29 HIPAA COMPLIANCE. If applicable, it is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162, and 164 and related regulations. In the

event Legal Aid is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Legal Aid shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, Legal Aid shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Legal Aid's and County's uses of Customers' PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Legal Aid shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.30 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15.31 CONTINGENCY FEE. Legal Aid represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Legal Aid, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Legal Aid. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Legal Aid under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.32 USE OF COUNTY LOGO. Legal Aid shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement #18-FSAD-LASBC-1 for Legal Services: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and LEGAL AID SERVICES OF BROWARD COUNTY, INC., signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Insurance requirements approved by  
Broward County Risk Management  
Division:

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: C Pounall

Name: Colleen Pounall

Title: Risk Analyst

By: Andrea S. Froome (10-3-17)  
Andrea S. Froome (Date)  
Senior Assistant County Attorney

By: Sharon V. Thorsen 10/3/17  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

ASF:dp  
2017-10-02 Legal Aid Services Court Fees A01  
10/02/17  
#17-068.01

AGREEMENT BETWEEN BROWARD COUNTY AND LEGAL AID SERVICES OF BROWARD COUNTY, INC., FOR LEGAL SERVICES AGREEMENT NUMBER: 18-FSAD-LASBC-1

Legal Aid

LEGAL AID SERVICES OF BROWARD COUNTY, INC.

WITNESS #1:

Janina Evans  
Signature

Janina Evans  
Print/Type Name

WITNESS #2:

Paola Ramirez  
Signature

Paola Ramirez  
Print/Type Name

By: Anthony J. Karrat  
(Authorized Signature)

Anthony J. Karrat/Executive Director  
(Print Name and Title of Authorized Signator)

28 day of September, 2017

Attest:

\_\_\_\_\_  
Corporate secretary or other person  
authorized to attest

(seal or notary)

**EXHIBIT A - AGREEMENT SPECIFICATIONS**

Agreement #: 18-FSAD-LASBC-1

- I. Administering Division: Family Success Administration Division ("FSAD")
- II. Beginning and Ending Dates:
- A. Initial Term: Commencing on October 1, 2017, and ending on September 30, 2018  
- (FY 2018):
- B. Option Period 1 - If exercised, commences on October 1, 2018, and ends on September 30, 2019  
(FY 2019):
- C. Option Period 2 - If exercised, commences on October 1, 2019, and ends on September 30, 2020  
(FY 2020):
- III. Official Payee: Legal Aid Service of Broward County, Inc.  
491 North State Road 7  
Plantation, FL 33317  
Phone: 954-736-2402  
Email: akarrat@LegalAid.org
- IV. Notification Designations:
- A. For County: Director, Family Success Administration Division  
Edgar G. Mills Multi-Purpose Center, Suite 3000  
900 NW 31<sup>st</sup> Avenue,  
Fort Lauderdale, Florida 33311
- B. For Legal Aid: Executive Director, Legal Aid Service of Broward County, Inc.  
491 North State Road 7  
Plantation, FL 33317  
Phone: 954-736-2402  
Email: akarrat@LegalAid.org
- V. RFP/RLI/RFA Date: None. The County's FSAD's staff determined Legal Aid is the only reasonable source for the provision of the legal aid services under the Agreement.

VI. FUNDING AND METHOD OF PAYMENT

Maximum Funding Amounts:

- A. Initial Term: \$ See below.
- B. Option Period 1: \$ To be determined by County.
- C. Option Period 2: \$ To be determined by County.
- D. Extension: To be determined by County.

Customer Co-pay:  Required  Not required.

Match:  Required  Not required.

The maximum amount payable by County shall not exceed one hundred percent (100%) of the proposed line item budget allocated to Legal Aid for the applicable County's Fiscal Year under this Agreement. For the Initial Term, the line item budget consists of Two Hundred Seventy-eight Thousand Five Hundred and 00/100 Dollars (\$278,500.00) from court fees and Nine Hundred Forty-one Thousand Five Hundred and 00/100 Dollars (\$941,500.00) from the general fund, for a total of One Million Two Hundred Twenty Thousand and 00/100 Dollars (\$1,220,000.00). County may amend the line item budget at any time in its sole discretion. The amount of funding provided to Legal Aid may be subject to any increases or decreases in the line item budget consistent with applicable laws. Any increases in the total budgeted amount approved by the Board for the Initial Term and any amount(s) that the Board budgets for any Option Period shall be set forth in amendment(s) executed by the County Administrator.

The Board shall be the final authority as to the availability of funds and how available funds will be allotted. In the event funds to finance the services set forth in Exhibit D-1 (Scopes of Services) become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice to the other party subject to Section 3.3.

County shall pay Legal Aid in advance on a quarterly basis upon submission by Legal Aid of an invoice of proposed expenditures for the current quarter and certified statements of actual expenditures for the quarter immediately preceding. County shall reconcile projected expenses against actual expenses after the close of each quarter and adjust for any overage or shortage from the next quarter's funding. Funds unexpended in any quarter will continue to be available to Legal Aid through the payment process set forth in this section.

Certified statements of actual expenditures shall indicate the funds expended were applied in accordance with the terms and conditions of this Agreement and a report on the numbers of Customers served and types of services rendered during the quarter shall be submitted to County within fifteen (15) days of the last working day of the quarter.

The quarterly certified statement of actual expenditures submitted by Legal Aid shall be signed by an authorized person as referenced in Exhibit B-1, Authorized Invoice Signators.

## VII. RECORDS AND REPORTS

### A. RECORDS:

Nothing herein shall be construed as requiring Legal Aid to give access to any file or record which is confidential and which is protected by the attorney-client privilege or by those provisions of the Rules of Professional Conduct of the Rules Regulating the Florida Bar relating to an attorney's obligation to preserve confidences or secrets of a client

(Customer). Legal Aid, however, shall provide documentation during all announced or unannounced visits to confirm compliance with the Scope of Services.

**B. REPORTS:**

Legal Aid agrees:

To provide County with all reports required in this Agreement within the required time requirements as noted on Exhibit E, Required Reports and Submission Dates, and as otherwise provided for in this Agreement.

**Statistical Demographic Records:** Legal Aid shall maintain (if applicable) information on overall Customer demographics which includes age, gender, race, and ethnic origin. Legal Aid shall track overall Customer household income, other benefits received, types of services Legal Aid, and satisfaction survey results.

**Customer Satisfaction Surveys:** Legal Aid shall administer a Customer Satisfaction Survey at a minimum of one time during the term of this Agreement. Legal Aid shall report compiled results of the Customer Satisfaction Survey with the June invoice. Compiled results shall be reported on Legal Aid's survey form with the total range and number of responses received corresponding to each question asked. Legal Aid shall submit an analysis of Customer Satisfaction Survey results and an action plan to improve areas of service delivery for the remaining period of the current term and any subsequent renewal term, if warranted by the survey results. The analysis shall include total number of surveys administered/mailed and total number of surveys completed/returned.

Legal Aid shall maintain a Customer Satisfaction Survey file containing all surveys completed/returned from the Customers of services

**C. OUTCOME REPORT AND CUSTOMER DEMOGRAPHIC DATA REPORT:**

Legal Aid shall submit Exhibit D-2, Outcomes, completed for each service program component each quarter which shall include information regarding achievement toward outcomes by stating each outcome, the number of Customers served for each applicable term of this Agreement in the program, and the number of Customers who have achieved the outcome, and such other information as is requested on said Exhibit D-2. Legal Aid shall also report any barriers experienced in outcome achievement. The report shall also include any noteworthy activities that have occurred during each applicable term of this Agreement. Legal Aid shall also submit Customer Demographic Data Report on a form to be provided by the Contract Manager, for Customers served under this Agreement each quarter which shall include the number of Customers at the beginning of the quarter, the number of new Customers, the number of Customers terminated, the number of Customers at the end of the quarter and such other information as is requested on said form. A separate demographics report may be submitted for each service category.

#### D. POLICIES AND PROCEDURES

Legal Aid shall have established and implemented policies and procedures that ensure compliance with the following security standards and any and all applicable state and federal statutes and regulations for the protection of confidential Customer records and electronic exchange of confidential information. The policies and procedures shall ensure that:

- A. There is a controlled and secure area for storing and maintaining active and inactive Customer files and medical records;
- B. Customer records are not removed from Legal Aid's premises, unless otherwise required by law or as otherwise authorized by Legal Aid's written policies and procedures subject to advance written approval by the Contract Director of such policies and procedures;
- C. Access to Customer records is restricted to authorized personnel of Legal Aid and authorized personnel of County as such personnel is approved in advance in writing by the Contract Director;
- D. Records are not left unattended in areas accessible to unauthorized individuals;
- E. Access to electronic data is controlled in terms of the user being authorized to use the system and that data is limited to that which user is authorized to view or change;
- F. Written consent or authorization, signed by the Customer, is obtained for release of Customer records and/or information unless otherwise required by law;
- G. If applicable, requests by Customers to view their personal files and medical records must be honored in a timely manner and must be reviewed in the presence of an authorized staff person of Legal Aid;
- H. An orientation is provided to new staff persons, employees, and volunteers. Each of Legal Aid's employees and volunteers must sign an acknowledgement of Legal Aid's confidentiality policies and procedures acknowledging his or her awareness and understanding of confidentiality laws, regulations, and policies; and
- I. Procedures, if applicable, are developed and implemented that address Customer file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

#### VIII. SUBCONTRACTING

Legal Aid engages in subcontracting if Legal Aid engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any

other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than Legal Aid's own employees, officers, and volunteers, will be deemed subcontracted.

Legal Aid may not subcontract services as defined in this "SUBCONTRACTING" section or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

The Contract Administrator's written approval referenced in this Article shall be limited to Legal Aid's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between Legal Aid and its subcontractor(s).

Services provided by Legal Aid's subcontractors shall be subject to supervision by Legal Aid or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of Legal Aid or its subcontractor.

The delivery of services through subcontractors shall not in any way relieve Legal Aid of full responsibility for all requirements, provisions, and terms of this Agreement.

Legal Aid shall, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. Legal Aid shall likewise require its subcontractors to agree to the requirements and obligations of this article.

Legal Aid shall pay its subcontractors, and any suppliers of materials for the provision of the services required pursuant to this Agreement, prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Legal Aid documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits such exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

Legal Aid acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option and in accordance with this section, suspend payments until Legal Aid demonstrates timely payment of sums due to such subcontractors or suppliers. Legal Aid acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Legal Aid demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, County shall not pay Legal Aid for any amounts that have not yet been paid by Legal Aid to its subcontractors or suppliers.

Legal Aid shall reimburse County for all funds not used in compliance with this Agreement by Legal Aid and its subcontractors.

## IX. INSURANCE

Minimum Scope and Limit of Insurances. Legal Aid shall have insurance coverage at least as broad as the required insurance listed in Exhibit G. Said Exhibit and Insurance Requirements are hereby incorporated as if fully set forth herein (*Insurance Requirements Form attached hereto as Exhibit G*).



Legal Aid shall, at a minimum, provide, and maintain in force at its sole expense at all times during the duration of the Agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Legal Aid, its agents, representatives, employees, or subcontractors in accordance with the terms and conditions stated herein.

Minimum Scope and Limit of Insurances. Legal Aid shall have insurance coverage at least as broad as the required insurance below:

Commercial General Liability: Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of no less than One Million Dollars (\$1,000,000) per occurrence. The general aggregate limit shall be Two Million Dollars (\$2,000,000).

Automobile Liability: Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

Workers' Compensation: Insurance for all employees of Legal Aid as required by the State of Florida with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Professional Liability Insurance with minimum limits for each claim of One Million Dollars (\$1,000,000), subject to a maximum deductible per claim of Ten Thousand Dollars (\$10,000). Such policy shall remain in force for the Term and for a three-year period thereafter. Legal Aid shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Legal Aid shall be responsible for all deductibles. The deductible shall be indicated on Legal Aid's Certificate of Insurance.

Broward County, its officers, officials, employees, and volunteers are to be covered as additional insureds on Legal Aid's insurance policies with respect to liability arising out of work operations performed by or on behalf of Legal Aid including materials, parts, or equipment furnished in connection with such work or operations. Broward County, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is to be listed as the Certificate Holder on said policies. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation and/or restriction, including, but not limited to, cancellation for non-payment. *(Insurance Requirements Form attached hereto as Exhibit G.)*

Prior to the commencement of work, but in no event later than fifteen (15) days after the execution of this Agreement, Legal Aid shall provide to the County a copy of all required insurance policies and Certificates of Insurance as satisfactory evidence of the insurance required in this Agreement. At the option of the County, the County may request and Legal Aid shall provide a copy of all endorsements required by this Agreement within the time requested by the County.

Insurance coverage is not to cease and is to remain in force and effect until the Term of the project is completed and the County determines all performance required of Legal Aid have been satisfied. Legal Aid shall provide notice to the County of any cancellation of insurance, including, but not limited to, cancellation for non-payment at least thirty (30) days prior to



the date of expiration, and shall concurrently provide the County with a copy of its updated certificate of insurance. Legal Aid shall ensure that there is no lapse of coverage at any time during the Term.

The County reserves the right to review and revise any insurance requirements, including, but not limited to, deductibles, limits, coverage, and endorsements at the time of any written amendments, such as extensions to this Agreement.

If Legal Aid maintains broader coverage or higher limits than the minimums shown above, the County requires, and shall be entitled to, the broader coverage or the higher limits maintained by Legal Aid. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Legal Aid shall utilize an insurer with a current A. M. Best Company Rating of "A-" and a minimum Financial Size Category of VII, or an insurer that holds a valid Florida Certificate of Authority authorized to transact insurance in the State of Florida.

Legal Aid's insurance shall provide primary coverage and shall not require contribution or be called upon to contribute to a loss from the County's insurance or self-insurance program maintained by the County, or its members officials, officers, or employees. Self-insured retentions must be declared in writing and approved by the County.

If Legal Aid hires subcontractors to perform services, Legal Aid shall require its subcontractors to meet the same insurance requirements as Legal Aid and as outlined above. Legal Aid shall ensure all insurance requirements are satisfied in accordance with the Agreement.

*[Remainder of Page Intentionally Left Blank]*

EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS

Agreement #: 18-FSAD-LASBC-1

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Enter legal name, hereinafter known as "Legal Aid," as required by this Agreement between County and Legal Aid:

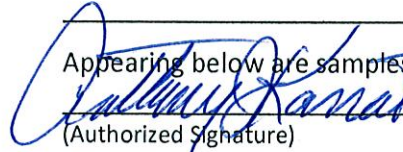
Anthony J. Karrat/Executive Director  
and  
(Name and Title Typewritten)

Debra T. Koprowski/Director of Advocacy  
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Board motion and vote duly recorded in the minutes, December  
7th, 2016.

Appearing below are samples of the authorized signatures.

  
(Authorized Signature) 9/28/2017  
(Date)

  
(Authorized Signature) 9/28/2017  
(Date)

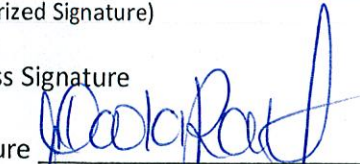
(Authorized Signature) (Date)

(Authorized Signature) (Date)

Witness Signature:

Witness Signature

Signature 

Signature 

Name Janina Evans

Name Paola Ramirez

(Print or Type)  
Date 9/28/2017

(Print or Type)  
Date 9/28/2017

EXHIBIT B-2 - CERTIFICATION OF EMPOWERMENT

Agreement #: 18-FSAD-LASBC-1

Anthony J. Karrat/Executive Director

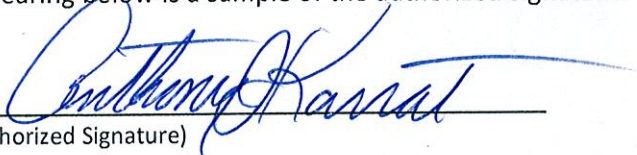
(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Legal Aid Service of Broward County, Inc., hereinafter known as "Legal Aid," and any amendments hereto between County and Legal Aid. The signature of the above-named person in this Agreement on behalf of Legal Aid binds Legal Aid to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Board motion and vote duly recorded in the minutes, December 7th, 2016.

Appearing below is a sample of the authorized signature.

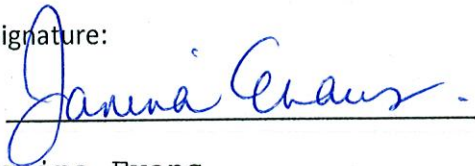
  
\_\_\_\_\_  
(Authorized Signature)

9/28/2017

(Date)

Witness Signature:

Signature



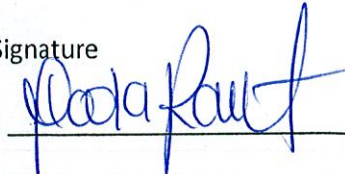
Name Janina Evans

(Print or Type)

Date 9/28/2017

Witness Signature

Signature



Name Paola Ramirez

(Print or Type)

Date 9/28/2017

**EXHIBIT C – CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Agreement #: 18-FSAD-LASBC-1

The undersigned hereby swears under penalty of perjury that:

1. Legal Aid Service of Broward County, Inc. ("Legal Aid"), has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "FUNDING AND METHOD OF PAYMENT," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of Legal Aid.

Dated \_\_\_\_\_, 20\_\_\_\_

Legal Aid:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                              ) SS  
COUNTY OF        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

**EXHIBIT D-1 - SCOPE OF SERVICES**Program Name: Legal Services to Indigent and NeedyAgreement #: 18-FSAD-LASBC-1Agency Name: Legal Aid Service of Broward County, Inc.

Program #: N/A

Division: Family Success Administration Division

## I. Scope of Services

## Target Population:

Legal Aid shall provide the civil legal services identified herein to indigent and other qualifying needy persons residing in Broward County in need of such services (defined as "Customers"). The services shall include, but is not limited to, providing Customers with legal assistance in the form of advocacy, arbitration, certificate and forms assistance, class action litigation, counseling and advice, legal representation, mediation, paralegal counseling, legislative advocacy, self-representation assistance and monitoring court decision(s). . Legal Aid shall also make referrals to appropriate agencies for Customers to secure public benefits such as food stamps, social security, public housing assistance, and other civil benefits.

Legal Aid shall serve, on an annual basis, a minimum of four hundred (400) Customers facing eviction, a minimum of two hundred (200) Customers with homeownership preservation issues, a minimum of one hundred (100) dependent children, and a minimum of one hundred (100) undocumented immigrants and victims of domestic violence, violent crime, abandonment, abuse, or neglect.

## II. Requirements

A. Cultural Competence:

Legal Aid shall assure equal access to quality services by diverse populations by:

1. Promoting and supporting the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with Customers and each other in a culturally diverse work environment;
2. Developing and implementing a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served; and
3. Requiring and arranging for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically proficient service delivery.

- B. Legal Aid shall give a preference to Customers of the Family Success Administration Division in the provision of services under the Agreement.
  - C. Legal Aid's services under the Agreement shall be provided Countywide.
- III. Outcomes/Indicators: Outcomes and indicators are provided on Exhibit D-2, Outcomes.

[Remainder of Page Intentionally Left Blank]



## EXHIBIT D-2 – OUTCOMES

Program Name: Legal Services to the Indigent and Needy

Contract #: 18-FSAD-LASBC-1

Agency Name: Legal Aid Service of Broward County, Inc.

Division: Family Success Administration Division

<b>Activities</b>	<b>Outcomes</b>	<b>Indicators</b>	<b>Data Source Data Collection Method</b>
Customers will receive counseling, advice, and/or representation of their presenting problem.	Customers facing eviction will receive counseling, advice, and/or representation on their presenting problem.	50% of Customers who received representation and whose cases were closed will either avoid eviction or negotiate a termination of tenancy agreement.	Customer records, staff and services monitoring.
Customers will receive counseling, advice, and/or representation of their presenting problem.	Customers with homeownership preservation issues will receive counseling, advice, and/or representation on their presenting problem.	50% of Customers who received representation and whose cases were closed will avoid loss of their homes.	Customer records, staff and services monitoring.
Customers will receive counseling, advice, and/or representation of their presenting problem.	Dependent children will receive counseling, advice, and/or representation on their presenting problem.	40% of dependent children who received representation and whose cases were closed will have attained an appropriate permanency goal.	Customer records, staff and services monitoring.

<p>Customers will receive counseling, advice, and/or representation of their presenting problem.</p>	<p>Customers who are undocumented immigrants shall receive counseling, advice, and/or representation to avoid deportation and/or to facilitate family reunification.</p> <p>Lawful permanent residents shall receive counseling, advice, and/or representation on citizenship issues to avoid deportation or finalize their immigration status.</p>	<p>50% of Customers who received representation and whose cases were closed will have attained an appropriate immigration goal or status to avoid deportation, and/or to facilitate family reunification, or to finalize immigration status.</p>	<p>Customer records, staff and services monitoring.</p>
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**EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES**

<b>Report</b>	<b>Due Date/Frequency</b>	<b># Copies</b>
Equal Employment Opportunity Policy		1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Customer Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage	Due prior to execution and upon revision by Legal Aid	1 copy
Quarterly Invoice	15 <sup>th</sup> day of each quarter Invoices are Either e-mailed or mailed to the Contract Manager.	Original
Outcomes Report		Original
Customer Demographic Report	15th day of each quarter	Original
Current Certificate of Insurance	Due prior to expiration; submit to Repository	1 copy
Audited Financial Statement	Due within 120 days after the close of Legal Aid's fiscal year end; submit to Repository and copy to CGA	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Customer Satisfaction Survey Report	July 15 <sup>th</sup> of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request - Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

**Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by County to Legal Aid.**

**EXHIBIT F -- CONTRACT ADJUSTMENT**

Contract Adjustment No.

Under Agreement Number

Between Broward County and Legal Aid Service of Broward County, Inc.

Change Type: \_\_\_\_\_

\*\*\*NOTE - SEE EMERGENCY CONDITIONS SECTION OF ARTICLE 15\*\*\*

1. This Contract Adjustment is issued pursuant to the Agreement dated \_\_\_\_\_ between Broward County (hereinafter referred to as "County") and Legal Aid Service of Broward County, Inc. (hereinafter referred to as "Legal Aid") for Agreement Title (hereinafter the "Agreement").
2. This Contract Adjustment authorizes Legal Aid to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Contract Adjustment shall be effective \_\_\_\_\_ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment shall alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Contract Adjustment No.: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and Legal Aid, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

Legal Aid

Broward County, by and through its  
Human Services Director or Deputy Director

Legal Name

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Authorized Signatory

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT NUMBER \_\_\_\_\_

EXHIBIT G - INSURANCE REQUIREMENTS

Insurance Requirements (Revised)

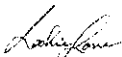
Project: Legal Aid Service of Broward County, Inc.

Contract Manager: Leland Wilson

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto if applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>	(each accident)	<b>STATUTORY</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>		\$ 100k / accident	
<input type="checkbox"/> <b>PROPERTY COVERAGE / BUILDER'S RISK</b> "ALL RISK" WITH WIND AND FLOOD COVERAGE	Maximum Deductible: \$ 10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value		Completed Value
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O) -- LEGAL PROFESSION</b>	If claims-made form \$ 1 mil w/ Extended Reporting Period of 3 yr. Deductible not to exceed: \$ 10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES		Completed Value
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for general liability. Policies shall be endorsed to provide thirty (30) days written notice of cancellation to Certificate Holder, ten (10) days' notice for non-payment. Contractor is responsible for all Deductibles. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder.			

**CERTIFICATE HOLDER:**  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

  
 Risk Management Division  
dc=city, dc=broward, dc=bc,  
 ou=Organization, ou=BCC, ou=RM,  
 ou=Users, cn=JACQUELINE LOVE  
 2017 09 26 13:56:26 -0400