

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____
Operating Costs	104,000	_____	_____	_____
External Revenues	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	104,000	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No

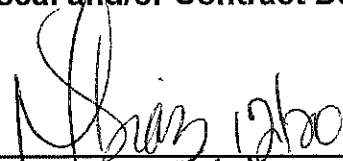
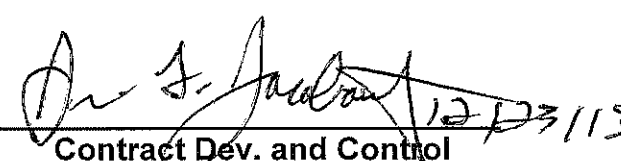
Budget Account No.: Fund 0001 Department 760 Unit 7601
 Object 3401 Reporting Category

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


C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 _____ OFMB 12/1/9 12/1/9	 _____ Contract Dev. and Control 12-28-13 B. Whelan
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B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

_____ Department Director

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

**AMENDMENT NO. 01 TO LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC. WAGE DISPUTE PROJECT CONTRACT**

THIS AMENDMENT NO. 01 TO THE LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC. WAGE DISPUTE PROJECT CONTRACT dated February 5, 2013 (R2013-0185) made and entered into as of _____ day of _____ 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and Legal Aid Society of Palm Beach County, Inc. herein referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose federal Tax I.D. is 59-6046994.

WITNESSETH:

WHEREAS, the parties mutually agree to extend this contract for one (1) year for the period of January 1, 2014 through December 31, 2014.

NOW, THEREFORE, the above named parties hereby mutually agree that the CONTRACT is hereby amended as follows:

- I. The existing Exhibit "A" Scope of Work & Service 2013 Financial Assistance Contract is deleted in its entirety and Exhibit "A1" attached hereto is substituted in its stead.
- II. The existing Exhibit "B" Service and 2013 Financial Assistance Contract is deleted in its entirety and Exhibit "B1" attached hereto is substituted in its stead.
- III. The existing Exhibit "C" Wage Dispute Project (WDP) Procedures is deleted in its entirety and Exhibit "C1" attached hereto is substituted in its stead.
- IV. Articles 5 (I) and 26 are amended to note that all notices to the COUNTY required in this CONTRACT shall be sent to:

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

OTHER PROVISIONS

All other provisions in the Agreement or Exhibits to the CONTRACT in conflict with this Amendment and Exhibits or Attachments thereto are hereby changed to conform to this Amendment.

All provisions not in conflict with the Amendment are still in effect and are to be performed at the same level as specified in the CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this five (5) page Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

Sharon R. Bock, Clerk & Comptroller


**PALM BEACH COUNTY,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Clerk & Comptroller

BY: _____
Priscilla A. Taylor, Mayor

WITNESS:

AGENCY:

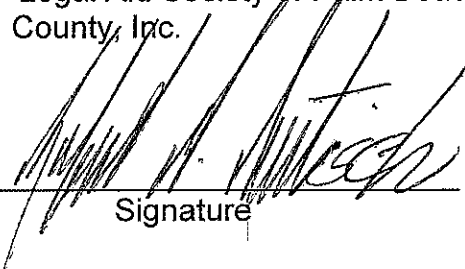


Signature

Legal Aid Society of Palm Beach
County, Inc.

John Foley

Witness Name Typed

BY 

Signature

59-6046994
AGENCY's Federal ID Number

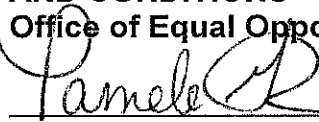
Robert Bertisch
AGENCY's Signatory Name

Executive Director
AGENCY's Signatory Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS
Office of Equal Opportunity**

Assistant County Attorney



Pamela Guerrier, Director

**SCOPE OF WORK & SERVICE
2014 FINANCIAL ASSISTANCE CONTRACT**

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

Program Name: The Wage Dispute Project

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

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

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

These services will include, but not be limited to, the following:

- Provide wage dispute legal services to a minimum 145 individuals in accordance with the Legal Aid Society Wage Dispute Program Procedures. (Exhibit "C1")
- Track date and provide quarterly reports to Palm Beach County in the format described in the Wage Dispute Project Report. (Exhibit "D")
- Provide a minimum of three (3) wage dispute workshops or presentations in Palm Beach County to advise individuals of their rights to be paid for work performed, including their rights under state and federal wage and hour laws, and the remedies available to them for violations.
- Implementation of a Wage Dispute dedicated telephone hotline at the Legal Aid Society.
- Creation of Legal Aid Society of Palm Beach County Wage Dispute Brochures in English, Spanish and Creole, with distribution throughout Palm Beach County.
- Distribute Wage Dispute Brochures to community partners such as Palm Beach County Public Affairs, Palm Beach County Office of Equal Opportunity, Palm Beach County Clerk's Office, U.S. Department of Labor, People Engaged in Active Community Efforts, Inc., The Business Forum of Palm Beach County, Workforce Alliance Development, and others.
- Maintain a presence for the Wage Dispute Project on the Legal Aid Society's Webpage (www.legalaidpbc.org).

Clients Served: Palm Beach County residents

EXHIBIT B1

**SERVICE AND 2014
FINANCIAL ASSISTANCE CONTRACT**

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

Service: Wage Dispute Project \$104,000

Month	Amount
1	8,666.66
2	8,666.66
3	8,666.66
4	8,666.66
5	8,666.66
6	8,666.66
7	8,666.66
8	8,666.66
9	8,666.66
10	8,666.66
11	8,666.66
12	8,666.74
Total	104,000

TOTAL CONTRACT \$104,000.00

EXHIBIT C1

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

Potential Client Contacts Legal Aid Society

Potential wage dispute client contacts Legal Aid Society of Palm Beach County, Inc. (LAS) by leaving a message on the Wage Dispute Hotline or calling the LAS general line (bilingual operators are available). LAS staff will contact the potential wage dispute client, complete a telephone intake form with basic client information and set an appointment date if the potential client meets the WDP criteria within thirty (30) days. The WDP criteria are met if the potential client has no legal conflicts with LAS, meets the income and amount requirements and has a valid wage dispute. If there are legal conflicts or the claimant does not meet the income or amount requirements, LAS will attempt to refer the case to pro bono attorneys, private attorneys or lawyer referral, or as is appropriate.

LAS Intake Appointment, Investigation, and Denial of WDP Services

The potential wage dispute client will meet with a WDP staff member to complete the WDP intake form. Once the form is completed an LAS attorney will review the intake form to evaluate whether the client is eligible for the Wage Dispute Project (i.e., whether an employee-employer relationship exists, whether the client presents valid claim for unpaid or underpaid wages, etc.). If the initial investigation does not indicate an employer-employee relationship or a valid wage dispute exists, the claimant will not be accepted into the Wage Dispute Project. In those cases, the claimant may seek a second opinion from independent counsel or proceed pro-se and benefit from the Wage Dispute Division ("Division WD") process established by Administrative Order No. 3.907-12/12.

Acceptance, Demand Letter, Pre-Settlement and Mediation

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

Pretrial Conference and Hearing

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



CERTIFICATE OF LIABILITY INSURANCE

LEGAL-A

OP ID: AX

DATE (MM/DD/YYYY)

09/10/2013

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

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

PRODUCER Corporate Office The Sena Group 190 Glades Road, Suite C Boca Raton, FL 33432	Phone: 561-391-4661 Fax: 561-338-6551	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Legal Aid Society of Palm Beac Michael Spillane 423 Fern Street, Ste. 200 West Palm Beach, FL 33401	INSURER A : Allied P&C Ins co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

NAIC #
42579

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		ACBPPOC5925086881	08/28/2013	08/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ACBPPOC5925086881	08/28/2013	08/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O OFFICE OF EQUAL OPPORTUNITY ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS REFLECTED ON FORMCG20261185 WHEN REQUIRED BY WRITTEN CONTRACT. INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL BE PRIMARY & (CONT HOLDER NOTE

CERTIFICATE HOLDER PALMB37 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF EQUAL OPPORTUNITY 215 N. OLIVE AVENUE, SUITE 130 WEST PALM BEACH, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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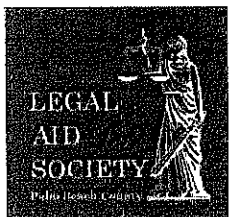
NOTEPAD:

HOLDER CODE **PALMB37**
INSURED'S NAME **Legal Aid Society of Palm Beac**

LEGAL-A
OP ID: AX

PAGE 2
DATE 09/10/13

AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE AS REQUIRED BY WRITTEN
CONTRACT. 30 DAY WRITTEN NOTICE OF CANCELLATION, EXCEPT 10 DAY NOTICE FOR
NON-PAYMENT OF PREMIUM.



LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

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

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

www.legalaidpbc.org

Executive Director
Robert A. Bertisch, Esq.

Administrator
Michael Spillane

Director of Development
Harreen Bertisch

Board of Trustees
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Claire Arnold
F. Greg Barnhart, Esq.
Bill Bone, Esq.
Patrick J. Casey, Esq.
Howard K. Coates, Jr., Esq.
Melinda Penney Gamot, Esq.
David M. Gaspari, Esq.
Garry Glickman, Esq.
Carey Haughwout, Esq.
Thomas Kingcade, Esq.
Jane Kreusler-Walsh, Esq.
Richard Lubin, Esq.
Rafael J. Roca, Esq.
Michael Sainick, Esq.
Victoria A. Vilchez, Esq.

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Immediate Past Pres.
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Miriam Acosta-Castriz, Esq.

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Scott C. Murray, Esq.
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Lawrence P. Rochefort, Esq.
Matthew Sackel, Esq.
Robert M.W. Shalhoub, Esq.
Glasford W. Smith, Esq.
Pamela H. Stern
Rebecca Mercier Vargas, Esq.
Gary Woodfield, Esq.
Gregory F. Zela, Esq.

December 9, 2013

Pamela Guerrier, Director
Palm Beach County
Office of Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401

Re: Certificate of Liability Insurance

Dear Pam:

In reference to the attached Certificate of Liability Insurance for the Legal Aid Society of Palm Beach County's Wage Dispute Project grant, this is to confirm that the Legal Aid Society has no corporate-owned autos and therefore has checked "Hired Autos" and "Non-Owned Autos" on its liability coverage.

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

Sincerely,


Robert A. Bertisch, Esq.
Executive Director

RAB/ns



United Way of Palm Beach County
Town of Palm Beach United Way
Additional Funding Provided
by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2013

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 13-14 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			001-WC12A-62325	8/28/2013	8/28/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Office of Equal Opportunity 215 N. Olive Avenue Suite 130 West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lee Burke/HBC

DESCRIPTIONS (Continued from Page 1)

Policy is claims made with full prior acts with no retro date.

R 2013 #0185

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the FEB 05 2013 day of , 20 , by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Legal Aid Society of Palm Beach County, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-6046994.

Whereas the AGENCY has proposed providing certain services; and

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Office of Equal Opportunity (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

The parties may, by mutual agreement, extend this contract for one (1) year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later May 1st of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 2 – SCHEDULE

The AGENCY shall commence services on January 1, 2013 and complete services on December 31, 2013.

Reports and other items shall be delivered or completed in accordance with Exhibits "A, B and D".

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than December 31st of each fiscal year. Any amounts not submitted by December 31st shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and

necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$500,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The

Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Office of Equal Opportunity". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. Waiver of Subrogation AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- H. Umbrella or Excess Liability If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. Certificate of Insurance Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Office of Equal Opportunity
215 North Olive Avenue, Suite 130
West Palm Beach, FL 33401

ARTICLE 6 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all

covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

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

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

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

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

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan in Exhibit A is adhered to. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.

ARTICLE 12 - ACCESS AND AUDIT REQUIREMENTS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 13 - CONFLICT OF INTEREST

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

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

ARTICLE 14 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One S.E. 2nd Street, Suite 1500, Miami, Florida 33131.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract. Notwithstanding this provision, the AGENCY is not prohibited from utilizing the services of pro bono attorneys to assist clients with wage disputes.

ARTICLE 19 - PUBLIC ENTITY CRIMES

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

ARTICLE 20 - EXCUSABLE DELAYS

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

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

ARTICLE 21 - ARREARS

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

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall

survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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

ARTICLE 23 - TERMINATION

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

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.

Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICES

All notices required in this Contract shall be sent by registered mail, and if sent to the COUNTY shall be mailed to:

Pamela Guerrier, Director
Office of Equal Opportunity
Palm Beach County
215 North Olive Avenue, Suite 130
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

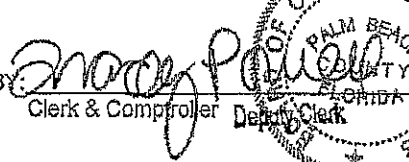
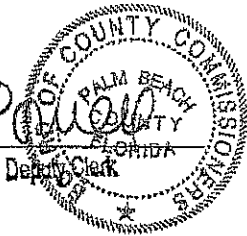
ATTEST:

Sharon R. Bock, Clerk & Comptroller

R 2013-0185 FEB 05 2013

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

BOARD OF COUNTY COMMISSIONERS

BY: 
Clerk & Comptroller


BY: 
Steven L. Abrams, Mayor

WITNESS:

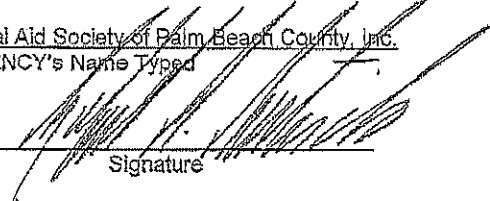

Signature

MICHAEL F. SPILLANE
Name Typed Michael F. Spillane

59-6046994
AGENCY's Federal ID Number

AGENCY:

Legal Aid Society of Palm Beach County, Inc.
AGENCY's Name Typed

BY: 
Signature

Robert Bertisch
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
CONDITIONS
LEGAL SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS AND

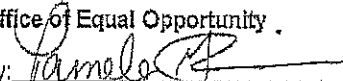
Office of Equal Opportunity
By: 
Pamela Guerrier, Director

EXHIBIT A

**SCOPE OF WORK & SERVICE
2013 FINANCIAL ASSISTANCE CONTRACT**

Agency Name: Legal Aid Society
Program Name: The Wage Dispute Project

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

Service: The overall goal of the Project is to assist clients with the recovery of unpaid and underpaid wages, with a focus on the timely payment of those wages. The Project will utilize various tools in order to achieve this goal, including demand letters, pre-suit conciliation, pre- and post-suit mediation, and filing of legal actions in the Palm Beach County Courts, including the newly created Wage Dispute Division.

These services will include, but not be limited to, the following:

- Provide wage dispute legal services to a minimum 145 individuals in accordance with the Legal Aid Society Wage Dispute Program Procedures (Exhibit "C")
- Track data and provide quarterly reports to Palm Beach County in the format described in the Wage Dispute Project Report. (Exhibit "D")
- Provide a minimum of three (3) wage dispute workshops or presentations in Palm Beach County to advise individuals of their rights to be paid for work performed, including their rights under state and federal wage and hour laws, and the remedies available to them for violations.
- Implementation of a Wage Dispute dedicated telephone hotline at the Legal Aid Society.
- Creation and distribution a press release announcing the formal creation of the Legal Aid Society of Palm Beach County's Wage Dispute Project.
- Creation of Legal Aid Society of Palm Beach County Wage Dispute Brochures in English, Spanish and Creole, with distribution throughout Palm Beach County.
- Distribute Wage Dispute Brochures to community partners such as Palm Beach County Public Affairs, Palm Beach County Office of Equal Opportunity, Palm Beach County Clerk's Office, U.S. Department of Labor, People Engaged in Active Community Efforts, Inc., The Business Forum of Palm Beach County, Workforce Alliance Development, and others.
- Create a presence for the Wage Dispute Project on the Legal Aid Society's Webpage (www.legalaidpbc.org).

Clients Served:
Palm Beach County residents

EXHIBIT B

SERVICE AND 2013
FINANCIAL ASSISTANCE CONTRACT

Agency: Legal Aid Society

Service: Wage Dispute Project \$100,000

Month	Amount
1	8,333.33
2	8,333.33
3	8,333.33
4	8,333.33
5	8,333.33
6	8,333.33
7	8,333.33
8	8,333.33
9	8,333.33
10	8,333.33
11	8,333.33
12	8,333.37
Total	100,000.00

TOTAL CONTRACT \$100,000

EXHIBIT C

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

Potential Client Contacts Legal Aid
Society

Potential wage dispute client contacts Legal Aid Society of Palm Beach County, Inc. (LAS) by leaving a message on the Wage Dispute Hotline or calling the LAS general line (bilingual operators are available). LAS staff will contact the potential wage dispute client, complete a telephone intake form with basic client information and set an appointment date if the potential client meets the WDP criteria within thirty (30) days. The WDP criteria are met if the potential client has no legal conflicts with LAS, meets the income and amount requirements and has a valid wage dispute. If there are legal conflicts or the claimant does not meet the income or amount requirements, LAS will attempt to refer the case to pro bono attorneys, private attorneys or lawyer referral, or as is appropriate.

LAS Intake Appointment,
Investigation, and Denial of WDP
Services

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

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

Acceptance, Demand Letter, Pre-
Settlement and Mediation

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

Pretrial Conference and Hearing

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

EXHIBIT D

THE WAGE DISPUTE PROJECT REPORT

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

Submitted By:

Submitted To: Director, Palm Beach County Office of Equal Opportunity

Time Period Measured:

1. Number of open cases prior to measurement period
2. Total number of cases where complaint filed in court prior to measurement period
3. Number of cases opened during measurement period:
 - a. Total amount claimed to be owed
4. Number of cases closed with closure codes during measurement period
5. Number of cases closed during measurement period prior to issuance of demand letter to employer
6. Total settlement amount for cases closed during measurement period
 - a. Total settlement amount versus amount claimed to be owed during measurement period
7. Number of cases open more than 100 days
 - a. Status of cases open more than 100 days
8. Number of cases scheduled for pre-suit mediation during measurement period
9. Number of cases where Agency filed complaint in court during measurement period
10. Number of cases where pro bono attorney filed complaint in court during measurement period
11. Outreach conducted during measurement period



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2013

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

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

PRODUCER Corporate Office The Sana Group 190 Glades Road, Suite C Boca Raton, FL 33432	Phone: 561-391-4661 Fax: 561-338-6551	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Allied P&C Ins co		NAIC # 42579
INSURED Legal Aid Society of Palm Beach Michael Spillane 423 Fern Street, Ste. 200 West Palm Beach, FL 33401	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	ACPBPOC5925086881	08/28/2013	08/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACPBPOC5925086881	08/28/2013	08/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEES AND AGENTS, C/O OFFICE OF EQUAL OPPORTUNITY ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS REFLECTED ON FORMCG20261185 WHEN REQUIRED BY WRITTEN CONTRACT. INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL BE PRIMARY & (CONT HOLDER NOTE

CERTIFICATE HOLDER PALMB37 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF EQUAL OPPORTUNITY 215 N. OLIVE AVENUE, SUITE 130 WEST PALM BEACH, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

NOTEPAD:

HOLDER CODE PALMB37
INSURED'S NAME Legal Aid Society of Palm Beac

LEGAL-A
OP ID: AX

PAGE 2
DATE 09/10/13

AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE AS REQUIRED BY WRITTEN
CONTRACT. 30 DAY WRITTEN NOTICE OF CANCELLATION, EXCEPT 10 DAY NOTICE FOR
NON-PAYMENT OF PREMIUM.

POLICY NUMBER: ACP5915086881

COMMERCIAL GENERAL LIABILITY
CG 20 26 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

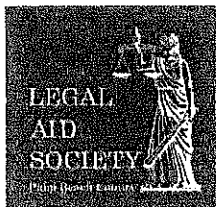
SCHEDULE

Name of Person or Organization:

Palm Beach County Board of County Commissioners, A Political Subdivision of The State of Florida, Its Officers, Employees and Agents, c/o Department of Community Services

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

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

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

www.legalaidpbc.org

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Grasford W. Smith, Esq.
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Rebecca Mercier Vargas, Esq.
Gary Woodfield, Esq.
Gregory T. Zele, Esq.

December 9, 2013

Pamela Guerrier, Director
Palm Beach County
Office of Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401

Re: Certificate of Liability Insurance

Dear Pam:

In reference to the attached Certificate of Liability Insurance for the Legal Aid Society of Palm Beach County's Wage Dispute Project grant, this is to confirm that the Legal Aid Society has no corporate-owned autos and therefore has checked "Hired Autos" and "Non-Owned Autos" on its liability coverage.

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

Sincerely,


Robert A. Bertisch, Esq.
Executive Director

RAB/ns



United Way of Palm Beach County
Town of Palm Beach United Way
Additional Funding Provided
by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2013

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 13-14 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001-WC12A-62325	8/28/2013	8/28/2014	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 500,000														
E.L. DISEASE - EA EMPLOYEE	\$ 500,000														
E.L. DISEASE - POLICY LIMIT	\$ 500,000														

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

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Office of Equal Opportunity 215 N. Olive Avenue Suite 130 West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lee Burke/HBC

Client#: 5120

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2013

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

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


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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Legal Profes		LP13145	05/01/2013	05/01/2014	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds with respect to the operations of the named insured.
 (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Office of Equal Opportunity 215 N. Olive Avenue, Suite 130 West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

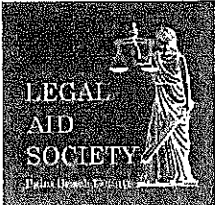
IMPORTANT

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DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

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

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Gary Woodfield, Esq.
Gregory T. Zele, Esq.

May 1, 2013

Pamela Guerrier, Director
Palm Beach County Office of Equal Opportunity
215 North Olive Avenue, Suite 130
West Palm Beach, FL 33401

Re: Extension Request for Wage Dispute Project
R2013-0185

Dear Pam:

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

Per the executed contract no. R2013-0185 dated February 5, 2013, the Legal Aid Society is indicating via this letter its request to extend this contract for one year. The scope of services for the contract will remain the same as Year One (see p. 2), with a proposed budget of \$104,000 being requested for the second year of the project (see budget attachment). A hard copy of this letter and attachments will follow in the mail.

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

Sincerely,

Robert A. Bertisch, Esq.
Executive Director

RAB/ns



United Way of Palm Beach County
Town of Palm Beach United Way
Additional Funding Provided
by Palm Beach County

**PROPOSED SCOPE OF WORK & SERVICE
2014 FINANCIAL ASSISTANCE CONTRACT**

Agency Name: Legal Aid Society

Program Name: The Wage Dispute Project

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

Service: The overall goal of the Project is to assist clients with the recovery of unpaid and underpaid wages, with a focus on the timely payment of those wages. The Project will utilize various tools in order to achieve this goal, including demand letters, pre-suit conciliation, pre- and post-suit mediation, and filing of legal actions in the Palm Beach County Courts, including the newly created Wage Dispute Division.

These services will include, but not be limited to, the following:

- Provide wage dispute legal services to a minimum 145 individuals in accordance with the Legal Aid Society Wage Dispute Program Procedures
- Track date and provide quarterly reports to Palm Beach County in the format described in the Wage Dispute Project Report.
- Provide a minimum of three (3) wage dispute workshops or presentations in Palm Beach County to advise individuals of their rights to be paid for work performed, including their rights under state and federal wage and hour laws, and the remedies available to them for violations.
- Implementation of a Wage Dispute dedicated telephone hotline at the Legal Aid Society.
- Creation and distribution a press release announcing the formal creation of the Legal Aid Society of Palm Beach County's Wage Dispute Project.
- Creation of Legal Aid Society of Palm Beach County Wage Dispute Brochures in English, Spanish and Creole, with distribution throughout Palm Beach County.
- Distribute Wage Dispute Brochures to community partners such as Palm Beach County Public Affairs, Palm Beach County Office of Equal Opportunity, Palm Beach County Clerk's Office, U.S. Department of Labor, People Engaged in Active Community Efforts, Inc., The Business Forum of Palm Beach County, Workforce Alliance Development, and others.
- Create a presence for the Wage Dispute Project on the Legal Aid Society's Webpage (www.legalaidpbc.org).

Clients Served: Palm Beach County residents

Legal Aid Society of Palm Beach County, Inc.

Budget, 2013 / 2014

Wage Dispute Project

Salaries & Benefits	
Salaries	\$ 73,410.00
Benefits	\$ 16,347.48
	<hr/>
Total Salaries & Benefits	\$ 89,757.48
Total Other Operating Exp's.	\$ 14,242.52
	<hr/>
Total Project Expenses	<u><u>\$ 104,000.00</u></u>

PEOPLE ENGAGED IN ACTIVE COMMUNITY EFFORTS, INC.

100 N. Palmway
Lake Worth, FL 33460

TELEPHONE: (561) 882-0403; FAX: (561) 882-0407

December 15, 2013

VIA E-MAIL & U.S. MAIL

Commissioner Priscilla Taylor
301 N. Olive Avenue, Suite 1201
West Palm Beach, FL 33401

Commissioner Priscilla Taylor:

Three years ago, the 28 member congregations of PEACE brought the issue of Wage Theft before the County Commissioners. PEACE members wanted to do two things: reduce the instances of Wage Theft and help victims recover owed wages in a timely and hassle-free manner. PEACE asked the County Commissioners for a Wage Theft Ordinance – a strong statement opposing the practice and establishing a process for victims to use.

Last December, PEACE was again asking the Commission to vote in favor of an Ordinance; however, a majority of the Commissioners voted in favor of a Wage Recovery Resolution and a \$100,000 contract with the Legal Aid Society to take on cases of Wage Theft.

PEACE members felt that this was not strong enough, and voiced concern; feeling that an Ordinance would be more effective for deterrence and enforcement, and the process less intimidating for victims. However, PEACE came together with other concerned parties to draft and support the resolution and contract for a pilot year - hoping for its success.

Last week, members of PEACE met with LAS and were pleased to hear the results of their work so far this year (Dec. 5): a lawyer dedicated to pursuing wage theft cases; 148 opened cases; \$90,000 recovered in owed wages; and 3 successful education/outreach/intake sessions.

PEACE, therefore, supports continuing the program for another year. The first year represents a good start. It got real money back and, combined with the docket day at court, served notice that these cases will be pursued. The presence of enforcement is a deterrent to violations; its absence encourages violators. The success of the education/outreach/intake sessions substantiates the need for more of them in the future, together with more efforts to raise public awareness about the program.

We are in favor of continuing this program for another year. We are always happy when workers are getting their deserved wages - our goal from day one.

Sincerely,
PEACE Wage Theft Committee



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Co-Presidents

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Rev. Kevin Jones

Vice President

Rev. Milton Broomfield

Treasurer

Barbara Hatzfeld

Secretary

Adina Hart

Member Congregations

Bethlehem Baptist Church
First Unitarian Universalist
Congregation
First United Methodist
Church of Jupiter / Tequesta
Harvest AME
Holy Name of Jesus Catholic
Hurst Chapel AME
Jesus and You (JAY)
Community Church
Macedonia AME
Mt. Calvary
Missionary Baptist
Mt. Zion AME
New Bethel AME
Our Lady Queen of Peace
Catholic
Payne Chapel AME
Pentecostal COGIC
St. Andrew's Episcopal
St. Ann Catholic
St. Christopher's Episcopal
St. John First
Missionary Baptist
St. Luke's United Methodist
St. Patrick's Episcopal
St. Paul AME (Boynton
Beach)
St. Paul AME (Delray Beach)
St. Paul AME
(West Palm Beach)
St. Paul's Episcopal
Tabernacle Missionary
Baptist
Unitarian Universalist
Fellowship of Boca Raton

13 DEC 16 PM 1:00
ESSENTIAL PHOTOGRAPHY