

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS



AGENDA ITEM SUMMARY

Meeting Date: January 13, 2015 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: COUNTY ADMINISTRATION

Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with the Legal Aid Society of Palm Beach County, Inc. totaling **\$125,000.00** for the period of January 1, 2015 through December 31, 2015 for the Wage Dispute Project.

Summary: On January 14, 2014, the County and the Legal Aid Society of Palm Beach County ("Legal Aid Society") entered into a Contract (R-2014-0095) for \$104,000.00 to cover the salary and benefits of the staff attorney assigned to the Wage Dispute Project together with the support, investigative, court processing services and other of the program's actual costs. The Legal Aid Society has requested to continue the program for another year. The increase in funding has been requested to hire additional staff with the goal of reducing the processing time from 80 to 60 days. Employees Kimberly Rommel-Enright and Vicki Tucci of Legal Aid Society of Palm Beach County, Inc., serve on a County Advisory Board, the PBC HIV CARE Council. The Care Council provides no regulation, oversight, management, or policy-setting recommendations regarding the contract listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. Countywide (DO)

Background and Justification: On December 4, 2012, the Board adopted a Resolution (R-2012-1857) establishing a policy that Palm Beach County condemns the denial of lawful wages to an employee and a procedure for victims of wage theft to recover back wages through a contractual wage recovery program administered by the Legal Aid Society of Palm Beach County. On February 5, 2013, the County and the Legal Aid Society entered into a Contract (R-2013-0185) for \$100,000.00 which provided for extension of the contract for one (1) year. Per that executed Contract, on January 14, 2014, the County and the Legal Aid Society of Palm Beach County ("Legal Aid Society") entered into a Contract (R-2014-0095) for \$104,000.00 to cover the salary and benefits of the staff attorney assigned to the Wage Dispute Project together with the support, investigative, court processing services and other of the program's actual costs. There are no renewal options available through the current Contract.

- Attachments:**
- 1. Contract
 - 2. Resolution (R-2012-1857)
 - 3. Legal Aid Society Request to Continue Program
 - 4. Letters of Support

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Recommended By: _____
Department Director Date

Approved By:
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____
Operating Costs	<u>125,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	125,000	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No _____

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

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

1/8/15
OFMB

1/8/15
Contract Dev. and Control
1-8-15

B. Legal Sufficiency:

1/9/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the _____ day of _____, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Legal Aid Society of Palm Beach County, Inc.**, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 59-6046994.

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

ARTICLE 1 - SERVICES

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

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

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

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on January 1, 2015 and complete all services by December 31, 2015.

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

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of ONE HUNDRED TWENTY FIVE THOUSAND Dollars (\$125,000.00). The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

of the terminated work.

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non- owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of

AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

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

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein

conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision

of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 – NONDISCRIMINATION

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

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement

provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Contract (including Exhibits A, B, C 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 accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESS:

AGENCY:

Inc. LSA
Signature
FRANCES McNAIR
Name (type or print)
Noelle Smith
Signature
Noelle Smith
Name (type or print)

Legal Aid Society of Palm Beach County,

Company Name
[Signature]
Signature
Robert Bertisch
Typed Name
Executive Director
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

Office of Equal Opportunity

BY: [Signature]
Department Director

**SCOPE OF WORK & SERVICE
2015 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 "C")
- 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

SERVICE AND 2015
FINANCIAL ASSISTANCE CONTRACT

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

Service: Wage Dispute Project \$125,000

Month	Amount
1	10,416.66
2	10,416.66
3	10,416.66
4	10,416.66
5	10,416.66
6	10,416.66
7	10,416.66
8	10,416.66
9	10,416.66
10	10,416.66
11	10,416.66
12	10,416.74
Total	125,000

TOTAL CONTRACT **\$125,000.00**

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 Tuesday of each month, subject to change by the presiding Judge. An LAS attorney will represent eligible claimants at the Pretrial Conference and subsequent Hearing if the matter is not resolved.

THE WAGE DISPUTE PROJECT REPORT

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

Submitted By: Lance Cornick, Esq.

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 for cases closed during the measurement period 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. Education and outreach activities conducted during measurement period.**



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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Administrator
Michael Spillane

Director of Development
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Grasford W. Smith, Esq.
Rebecca Mercier Vargas, Esq.
Gary Woodfield, Esq.

November 18, 2014

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



Additional Funding Provided by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

LEGAL-C OP ID: DL
DATE (MM/DD/YYYY)
09/11/2014

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

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

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME:	
	PHONE (A/C, No, Ext): 561-210-8715	FAX (A/C, No): 561-210-8716
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Allied P&C Ins co	
	INSURER B :	
	INSURER C :	
INSURED Legal Aid Society of Palm Beac Michael Spillane 423 Fern Street, Ste. 200 West Palm Beach, FL 33401	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ACBPBPOC5935086881	08/28/2014	08/28/2015	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO			ACBPBPOC5935086881	08/28/2014	08/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS	X					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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	CANCELLATION
PALMB37	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF EQUAL OPPORTUNITY 215 N. OLIVE AVENUE, SUITE 130 WEST PALM BEACH, FL 33401	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER:14-15 WC REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2010/05)

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INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2014

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

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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 INSURER A : Lloyd's London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

CANCELLATION

Palm Beach County Board of
County Commissioners
Office of Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401

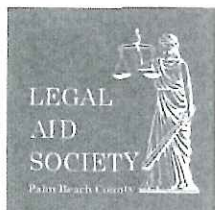
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

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



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)

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Denise Rappaport Isaacs, Esq.
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Lawrence P. Rochefort, Esq.
Matthew Sackel, Esq.

Robert M.W. Shalhoub, Esq.
Grasford W. Smith, Esq.

Rebecca Mercier Vargas, Esq.
Gary Woodfield, Esq.

Statement of Non-Discrimination

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



Additional Funding Provided by Palm Beach County

RESOLUTION NO. R-2012-1857

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

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

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

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

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

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

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

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

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

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

- A. Notify the employer and provide the employer with an opportunity to cure the matter of unpaid wages in the manner deemed most appropriate to each claim. The notification may take the form of a telephone call, letter, or any other means that LAS deems appropriate.
- B. Work with the employee and employer to resolve the issue informally but expeditiously. The informal resolution may include obtaining attorneys' fees and costs from the employer.

- C. File court actions as appropriate and may refer unresolved claims to local pro bono or other counsel for resolution.
- D. Monitor and report results to the BCC at predetermined intervals in a manner prescribed by the BCC.


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

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

Commissioner Abrams	- Aye
Commissioner Berger	- Aye
Commissioner Burdick	- Nay
Commissioner Santamaria	- Nay
Commissioner Taylor	- Aye
Commissioner Valeche	- Aye
Commissioner Vana	- Aye

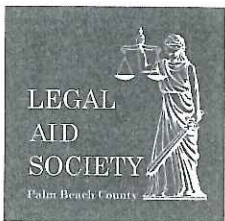
The Chairman thereupon declared the Resolution duly passed and adopted this 4th day of December, 2012.

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & COMPTROLLER
By: [Signature]
Deputy Clerk
FLORIDA



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney



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

Attachment 3 of 2

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January 8, 2015

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

Re: Extension Request for Wage Dispute Project
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.

The Legal Aid Society of Palm Beach County is indicating via this letter its request to extend this contract (R2013-0185) for one year. The scope of services for the contract will remain the same as Year Two (see Exhibit A), with a proposed budget of \$125,000.00 being requested for the third year of the project (enclosed in this packet). These additional funds will enable us to shorten the average time between intake date and payment.

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

Sincerely,

Robert A. Bertisch, Esq.
Executive Director



Additional Funding Provided by Palm Beach County

Legal Aid Society of Palm Beach County, Inc.

Budget 2015
Wage Dispute Project

Salaries & Benefits

Salaries	\$ 87,700.00
Benefits	\$ 21,929.30

Total Salaries & Benefits	<u>\$ 109,629.30</u>
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Total Other Operating Exp's.	\$15,370.70
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Total Expenses	<u>\$ 125,000.00</u>
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3730 Coconut Creek Parkway, Suite 200
Coconut Creek, Florida 33066
Phone 954.984.0075 Fax 954.984.4905
www.ABCEastFlorida.com

Florida East Coast Chapter

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ABC Florida East Coast Chapter

December 16, 2014

The Honorable Shelly Vana
301 North Olive Ave, Suite 1201
West Palm Beach, FL 33401

Mayor Vana,

I write to you in support of a continued relationship between Palm Beach County and the Palm Beach County Legal Aid Society for their processing of Wage Theft Claims for county residents.

Associated Builders and Contractors Florida East Coast Chapter has been engaged in this discussion from the very beginning and feels confident that the services provided by the Legal Aid Society to the constituents of the county are nothing short of the best. As you well know, while ABC was initially opposed to the initial proposals to handle wage theft claims we were never opposed to people who are victims of wage theft being able to secure the services they need in order to be paid that which they are owed. We continue to believe that the partnership between the County and Legal Aid is the best and most appropriate way to handle such claims.

We believe that the team at Palm Beach County Legal Aid continues to demonstrate their tremendous ability to assist the residents of Palm Beach County with their wage theft claims, that the program continues to be a success and that this partnership should continue.

Respectfully,

Carol Bowen

Vice President of Government Affairs



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St. Christopher's
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St. Patrick's Episcopal
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Baptist
Unitarian Universalist
Fellowship of Boca Raton

PEOPLE ENGAGED IN ACTIVE COMMUNITY EFFORTS, INC.

100 N. Palmway

Lake Worth, FL 33460

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

January 1, 2015

VIA E-MAIL & U.S. MAIL

Commissioner Shelley Vana
301 N. Olive Avenue, Suite 1201
West Palm Beach, FL 33401

Commissioner Shelley Vana:

Four 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. In December of 2012, PEACE came together with other concerned parties to draft and support a resolution condemning wage theft, and to express support for a contract with Legal Aid Society (LAS) to pursue these cases for a pilot year - hoping for its success.

Since January of 2013, the program has proved, time and again, to be successful. PEACE, therefore, supports continuing the program.

PEACE is also supportive of an increase in funding for the program so that they can, with increased staffing, move cases more quickly through the process - better helping victims of wage theft that deserve their owed wages.

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

Sincerely,

PEACE Wage Theft Committee

CC:

Pam Guerrier, Office of Equal Opportunity
Anna Casey, Legal Aid Society of Palm Beach County, Inc.