

Meeting Date: December 19, 2017      ☒ Consent      ☐ Regular  
Submitted by: Office of Equal Opportunity      ☐ Workshop      ☐ Public Hearing  
Submitted for: County Administration

Recommended By: Pamela J. [Signature] - 12 December 2017 -  
Department Director Date

Approved By: Nancy L. Bolton 12/18/17  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

| Fiscal Years                               | 2018          | 2019          | 2020 | 2021 |
|--|---------------|---------------|------|------|
| Capital Expenditures                       |               |               |      |      |
| Operating Costs                            | <u>99,750</u> | <u>33,250</u> |      |      |
| External Revenues                          |               |               |      |      |
| Program Income (County)                    |               |               |      |      |
| In-Kind Match (Country)                    |               |               |      |      |
| NET FISCAL IMPACT                          | <u>99,750</u> | <u>33,250</u> |      |      |
| # ADDITIONAL FTE<br>POSITIONS (Cumulative) |               |               |      |      |

Is Item Included In Current Budget? Yes X No         
Does this item include the use of federal funds? Yes        No X

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:


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

 12/12/17  
OFMB  
12/12/17

 12/14/17  
Contract Dev. & Control  
12/14/17

Legal Sufficiency:

B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

Department Director

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

## **CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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, 2018 and complete all services by December 31, 2018.

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

### **ARTICLE 3 - PAYMENTS TO AGENCY**

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$133,000.00). 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 AGENCY. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

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

All of the services required herein under 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.
- F. **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.

- G. **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.
- H. **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, 10<sup>th</sup> Floor  
West Palm Beach, FL 33401
- I. **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.
- J. **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.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 23 - SEVERABILITY**

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

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

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

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

proceed with the change.

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

**ARTICLE 26 - NOTICE**

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

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

With copy to:

Palm Beach County Attorney’s Office  
300 N. Dixie Highway, Suite 359  
West Palm Beach, Florida 33401

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

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

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If AGENCY’S employees or subcontractors are required under this contract to enter a “critical facility,” as identified in Resolution R-2003-1274, the AGENCY shall comply with the

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

#### **ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS**

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

#### **ARTICLE 30 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

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

records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

*Remainder of page intentionally left blank.*

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

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

AGENCY:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Robert Bertisch  
Typed Name

\_\_\_\_\_  
Name (type or print)

Executive Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS  
Office of Equal Opportunity

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Department Director



**SCOPE OF WORK & SERVICE  
2018 FINANCIAL ASSISTANCE CONTRACT**

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

Program Name: The Wage Dispute Project

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

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

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

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

SERVICE AND 2018  
FINANCIAL ASSISTANCE CONTRACT

Agency: Legal Aid Society of Palm Beach County, Inc.  
Service: Wage Dispute Project \$133,000

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

TOTAL CONTRACT \$133,000.00

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

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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 fifteen (15) days. The WDP criteria are met if the potential client has no legal conflicts with LAS, meets the income and amount requirements and has a valid wage dispute. If there are legal conflicts or the claimant does not meet the income or amount requirements, LAS will attempt to refer the case to pro bono attorneys, private attorneys or lawyer referral, or as is appropriate.

LAS Intake Appointment, Investigation, and Denial of WDP Services

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

Acceptance, Demand Letter, Pre-Settlement and Mediation

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

Pretrial Conference and Hearing

Pursuant to Administrative Order No. 3.907-12/12, a County Judge will preside over Division WD and hearings will be scheduled for the last 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.

Wage Dispute Project

Agency Name: Legal Aid Society of Palm Beach County, Inc.  
Submitted By:  
Submitted To: Palm Beach County Office of Equal Opportunity  
Reporting Period:

Hotline Calls and Online Intake Applications

Total number of calls to Wage Dispute Project hotline  
Total number of online intakes  
Number accepted by Wage Dispute Project Attorney (not including Pro Bono)  
Number given referral to other resource(s)  
Number with no claim merit or did not return our call

Total number of individuals receiving brief service, negotiations, settlements or court decisions during reporting period

Total number of individuals receiving advice and counsel

Number of cases referred to pro bono attorneys

Reasons for Referral to Pro Bono Attorney

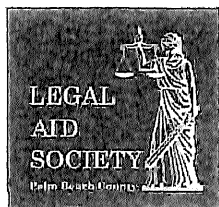
2  
1  
0



Client has additional claims against employer and needed outside counsel

Outreach Events

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



# 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](http://www.legalaidpbc.org)

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**Administrator**  
Michael Spillane

**Director of Development**  
Harreen Bertisch

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August 17, 2017

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


Re: Certificate of Liability Insurance 2017-2018

Dear ITS:

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

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

Sincerely,

  
Robert A. Bertisch, Esq.  
Executive Director

RAB/ns



Additional Funding Provided by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2017

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

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

|  |                                      |                               |
|--|--------------------------------------|-------------------------------|
| PRODUCER                                     | CONTACT NAME: Carmela F. Smith       |                               |
| Burke, Bogart & Brownell Insurance, Inc.     | PHONE (A/C, No, Ext): (561) 392-8888 | FAX (A/C, No): (561) 750-9134 |
| 81 Crawford Blvd.                            | E-MAIL Address: csmith@bbbins.com    |                               |
|  | INSURER(S) AFFORDING COVERAGE        | NAIC #                        |
| Coconut Raton FL 33432                       | INSURER A :FCCI Insurance Company    |                               |
| INSURED                                      | INSURER B :                          |                               |
| Legal Aid Society of Palm Beach County, Inc. | INSURER C :                          |                               |
| 123 Fern Street                              | INSURER D :                          |                               |
| Suite 200                                    | INSURER E :                          |                               |
| West Palm Beach FL 33401                     | INSURER F :                          |                               |

COVERAGES CERTIFICATE NUMBER:17-18 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.

| SR TR | TYPE OF INSURANCE  | ADDL INSD                                | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------|--|--|----------|-----------------|-------------------------|-------------------------|---|
|       | COMMERCIAL GENERAL LIABILITY   |  |          |                 |                         |                         | EACH OCCURRENCE \$  |
|       | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |  |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                    |
|       |  |  |          |                 |                         |                         | MED EXP (Any one person) \$   |
|       |  |  |          |                 |                         |                         | PERSONAL & ADV INJURY \$  |
|       | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |          |                 |                         |                         | GENERAL AGGREGATE \$  |
|       | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |          |                 |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|       | OTHER:   |  |          |                 |                         |                         | \$  |
|       | 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 type="checkbox"/>             | N/A      | 001-WC17A-62325 | 8/28/2017               | 8/28/2018               | PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> |
|       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |  |          |                 |                         |                         | E.L. EACH ACCIDENT \$ 500,000   |
|       | If yes, describe under DESCRIPTION OF OPERATIONS below   |  |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000   |
|       |  |  |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

|  |  |
|--|--|
| CERTIFICATE HOLDER   | CANCELLATION   |
| Palm Beach County<br>c/o Insurance Tracking Services,<br>Inc. (ITS)<br>P. O. Box 20270<br>Long Beach, CA 90801 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE  |
|  | Lee Burke/CFC  |



LEGAL-C

QP ID: DE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2017

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

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

|  |              |   |
|--|--------------|---|
| PRODUCER<br>Sena & Whitney Corp Office<br>Sena & Whitney, LLC<br>190 Glades Rd Suite C<br>Boca Raton, FL 33432                           | 561-210-8715 | CONTACT<br>NAME:<br>PHONE<br>(A/C, No, Ext): 561-210-8715<br>E-MAIL<br>ADDRESS:<br>FAX<br>(A/C, No): 561-210-8716                   |
| INSURED<br>Legal Aid Society of Palm<br>Beach County, Inc.<br>Michael Spillane<br>423 Fern Street, Ste. 200<br>West Palm Beach, FL 33401 |              | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Allied P&C Ins Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
|  |              | NAIC #<br>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. |   |                              |                          |                                     |                          |                  |                         |                         |                                     |   |            |                          |
| NSR LTR   | TYPE OF INSURANCE   |                              |                          | ADDL INSD                           | SUBR WVD                 | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |   |            |                          |
| A   | <input checked="" type="checkbox"/>   | COMMERCIAL GENERAL LIABILITY |                          | X                                   |                          | ACP5965086881    | 08/28/2017              | 08/28/2018              | EACH OCCURRENCE                     | \$ 1,000,000                              |            |                          |
|   | <input type="checkbox"/>  | CLAIMS-MADE                  | <input type="checkbox"/> |                                     |                          |                  |                         |                         | OCCUR                               | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |                          |
|   | <input type="checkbox"/>  |                              |                          |                                     |                          |                  |                         |                         | MED EXP (Any one person)            | \$ 5,000                                  |            |                          |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |                              |                          |                                     |                          |                  |                         |                         | PERSONAL & ADV INJURY               | \$ 1,000,000                              |            |                          |
|   | <input checked="" type="checkbox"/>   | POLICY                       | <input type="checkbox"/> | PRO-JECT                            | <input type="checkbox"/> | LOC              |                         |                         | GENERAL AGGREGATE                   | \$ 2,000,000                              |            |                          |
|   | <input type="checkbox"/>  | OTHER:                       |                          |                                     |                          |                  |                         |                         | PRODUCTS - COMP/OP AGG              | \$ 2,000,000                              |            |                          |
|   | AUTOMOBILE LIABILITY  |                              |                          |                                     |                          | ACP5965086881    | 08/28/2017              | 08/28/2018              | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000                              |            |                          |
|   | <input type="checkbox"/>  | ANY AUTO OWNED AUTOS ONLY    |                          | <input type="checkbox"/>            | SCHEDULED AUTOS          |                  |                         |                         | BODILY INJURY (Per person)          | \$  |            |                          |
|   | <input checked="" type="checkbox"/>   | HIRED AUTOS ONLY             |                          | <input checked="" type="checkbox"/> | NON-OWNED AUTOS ONLY     |                  |                         |                         | BODILY INJURY (Per accident)        | \$  |            |                          |
|   | <input type="checkbox"/>  |                              |                          |                                     |                          |                  |                         |                         | PROPERTY DAMAGE (Per accident)      | \$  |            |                          |
|   | UMBRELLA LIAB   |                              |                          | <input type="checkbox"/>            | OCCUR                    |                  |                         |                         |                                     | \$  |            |                          |
|   | EXCESS LIAB   |                              |                          | <input type="checkbox"/>            | CLAIMS-MADE              |                  |                         |                         | EACH OCCURRENCE                     | \$  |            |                          |
|   | <input type="checkbox"/>  | DED                          | <input type="checkbox"/> | RETENTION \$                        |                          |                  |                         |                         | AGGREGATE                           | \$  |            |                          |
|   | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY                              |                              |                          |                                     |                          |                  |                         |                         |                                     | \$  |            |                          |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |                              |                          | <input type="checkbox"/>            | N/A                      |                  |                         |                         | 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         | \$  |            |                          |
|   |   |                              |                          |                                     |                          |                  |                         |                         | PROPERTY                            | 427,700                                   |            |                          |

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

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

|  |  |
|--|--|
| CERTIFICATE HOLDER   | CANCELLATION   |
| PALMB46  | 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<br>C/O INSURANCE TRACKING<br>SERVICES INC (ITS)<br>P O BOX 20270<br>LONG BEACH, CA 90801 | AUTHORIZED REPRESENTATIVE<br>  |

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | GENERAL LIABILITY  |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          | COMMERCIAL GENERAL LIABILITY   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                  |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                            |           |          |               |                         |                         | 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) \$  |
|          | ANY AUTO   |           |          |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | SCHEDULED AUTOS  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          | HIRED AUTOS  |           |          |               |                         |                         | \$  |
|          | NON-OWNED AUTOS  |           |          |               |                         |                         | \$  |
|          | UMBRELLA LIAB  |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          | EXCESS LIAB  |           |          |               |                         |                         | AGGREGATE \$  |
|          | DEDUCTIBLE   |           |          |               |                         |                         | \$  |
|          | RETENTION \$   |           |          |               |                         |                         | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          |               |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |           |          |               |                         |                         | E.L. EACH ACCIDENT \$   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$   |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$  |
| A        | Legal Profes   |           |          | 16CPBA1328220 | 05/01/2017              | 05/01/2018              | \$1,000,000/\$1,000,000   |
| A        | Management Liab  |           |          | 16CPBA1328220 | 05/01/2017              | 05/01/2018              | \$1,000,000/\$1,000,000   |

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds with respect to the operations of the named insured.

Claims made policy with no retro active date, full prior acts coverage.

|  |   |
|--|---|
| CERTIFICATE HOLDER   | CANCELLATION  |
| Palm Beach County<br>C/O Insurance Tracking Services, Inc. (ITS)<br>P.O. Box 20270<br>Long Beach, CA 90801 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Laurie S. Celanov</i> |



**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.

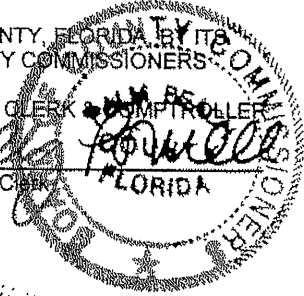
Section 3. The BCC shall provide funding to the LAS program as necessary which, at the outset, shall be \$100,000 for one (1) year, subject to review and extension at the end of that year. This funding shall cover the salary and benefits of the staff attorney assigned to the program together with the 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  
BOARD OF COUNTY COMMISSIONERS  
SHARON R. BOCK, CLERK & COMPTROLLER  
By: [Signature]  
Deputy Clerk



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney



November 10, 2017

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

Dear Ms. Guerrier:

PEACE is once again writing in support of continued funding for Legal Aid Society's Wage Recovery Project. Since January 2013, Legal Aid's program has been a successful way for over 1000 victims of Wage Theft to recover over \$700,000 in owed wages - real money back in the hands of real people.

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

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.

We continue to be impressed by the results and celebrate the successes of this program. PEACE supports continued funding at a level necessary for the program to function at its potential.

Sincerely,

PEACE Wage Theft Committee

CC:

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

**100 N. Palmway  
Lake Worth, FL 33460  
(561) 882-0403  
[www.peacepbc.org](http://www.peacepbc.org)**