

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 12, 2021      ☒ Consent      ☐ Regular  
  
   ☐ Workshop      ☐ Public Hearing

Department:      Office of Equal Opportunity  
Submitted By:      Office of Equal Opportunity  
Submitted For:      Office of Equal Opportunity

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 1 to Contract for Consulting/Professional Services with the Legal Aid Society of Palm Beach County, Inc. (R2020-0048) dated January 7, 2020 for the period January 1, 2021 through December 30, 2021 for the Wage Dispute Project which updates/adds certain contract language, including E-verify and replaces certain exhibits.

**Summary:** On January 7, 2020, the County and the Legal Aid Society of Palm Beach County, Inc. (Legal Aid Society) entered into a Contract (R2020-0048) for a three (3) year period, January 7, 2020 through December 30, 2022, for a total of \$423,300 of which \$141,100 is budgeted in contract year 2021 with an anticipated annual allocation of \$141,100 in each subsequent contract year, contingent upon a budgetary appropriation by the Board of County Commissioners. The contract covers the salary and benefits of the staff attorney assigned to the Wage Dispute Project, and the support, investigative, court processing services and other actual costs of the project. In 2019, 487 individuals were provided service under the contract. For the current year, the number served to date is 127 (from January 1, 2020 through October 31, 2020). Kristina Rowe and Kimberly Rommel Enright, both employees of the Legal Aid Society, serve on the Palm Beach County HIV CARE Council (Council), which is a County Advisory Board. The 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 Section 2-443 of the Palm Beach County Code of Ethics. Countywide (DO)

**Background and Justification:** On December 4, 2012, the Board adopted Resolution No. R2012-1857 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. This renewal marks the 8<sup>th</sup> year of the contract with the Legal Aid Society.

**Attachments:**

- 1. Amendment No. 1 to Contract for Consulting/Professional Services
- 2. Contract for Consulting/Professional Services (R2020-0048)
- 3. Resolution (R2012-1857)
- 4. Letters of Support
- 5. 2020 Annual Report

Recommended by:       22 December 2020  
   Department Director      Date

Approved by:       12/28/2020  
   Assistant County Administrator      Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Operating Costs	<u>105,825</u>	<u>35,275</u>	<u>          </u>	<u>          </u>	<u>          </u>
External Revenues	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Program Income (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
In-Kind Match (Country)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET FISCAL IMPACT	<u>105,825</u>	<u>35,275</u>	<u>          </u>	<u>          </u>	<u>          </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

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:

Lisa Monte 12/14/2020  
OFMB AP 12/14

D. J. Jaworski 12/23/2020  
Contract Dev. and Control  
12-23-20 TW

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

    
Department Director

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

**AMENDMENT NO. 01 TO CONTRACT FOR CONSULTING/PROFESSIONAL  
SERVICES WITH LEGAL AID SOCIETY OF PALM BEACH  
COUNTY, INC.**

**THIS AMENDMENT NO. 01 TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.** dated January 7, 2020 (R2020-0048) made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and **Legal Aid Society of Palm Beach County, Inc.** herein referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose federal Tax I.D. is 59-6046994.

**WITNESSETH:**

**WHEREAS**, the parties mutually agree to amend this contract.

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

- I. The contract is extended for one (1) year for the period of January 1, 2021 through December 31, 2021.
- II. The existing Exhibit "A" Scope of Work & Service 2020 Financial Assistance Contract is deleted in its entirety and Exhibit "A1" attached hereto is substituted in its stead.
- III. The existing Exhibit "B" Service and 2020 Financial Assistance Contract is deleted in its entirety and Exhibit "B1" attached hereto is substituted in its stead.
- IV. The existing Exhibit "C" Wage Dispute Project (WDP) Procedures is deleted in its entirety and Exhibit "C1" attached hereto is substituted in its stead.
- V. The following provisions are incorporated herein:

**ARTICLE 32 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY's sub-AGENCYs performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its sub-AGENCYs an affidavit stating that the sub-AGENCY does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of

any such affidavit from a sub-AGENCY for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY's sub-AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the sub-AGENCY and AGENCY shall immediately terminate its contract with the sub-AGENCY.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

VI. Except as specifically modified herein, all provisions not in conflict with the Amendment are still in effect and are to be performed at the same level as specified in the CONTRACT.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this seven (7) page Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

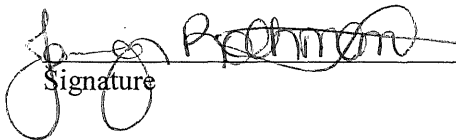
PALM BEACH COUNTY,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Dave Kerner, Mayor

WITNESS:

AGENCY:

  
Signature

Jennifer Rothman  
Witness Name Typed

59-6046994  
AGENCY's Federal ID Number

Legal Aid Society of Palm Beach  
County, Inc.

BY   
Signature

Robert Bertisch  
AGENCY's Signatory Name  
Executive Director  
AGENCY's Signatory Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS  
Office of Equal Opportunity

  
Pamela Guerrier, Director

SCOPE OF WORK & SERVICE  
2021 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. All goals may be modified over the year due to Covid-19 concerns and issues.

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

SERVICE AND 2021  
FINANCIAL ASSISTANCE CONTRACT

Agency: Legal Aid Society of Palm Beach County, Inc.  
Service: Wage Dispute Project \$141,100.00

Month	Amount
1	11,758.33
2	11,758.33
3	11,758.34
4	11,758.33
5	11,758.33
6	11,758.34
7	11,758.33
8	11,758.33
9	11,758.34
10	11,758.33
11	11,758.33
12	11,758.34
Total	141,100.00

TOTAL CONTRACT \$141,100.00

**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, LAS online intake portal, 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 needed to complete the missing information 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 speak with a WDP staff member to complete the WDP intake form. The form may also be completed online with the LAS online intake. 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 offer pre-suit mediation as an option for resolving the claim. The employer will be required to confirm attendance at the mediation. Early settlement is encouraged and may be settled at any point in the process. If neither negotiation nor mediation does not resolve the dispute, LAS will file a complaint with the Clerk and Comptroller to have the dispute assigned to Division WD as soon as the court has an available date.

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 third Thursday 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.

Default Judgments/Trial/Final Judgments

After a lawsuit is filed, the Plaintiff may prevail based upon a default judgment if the Defendant/Employer fails to appear at the first court hearing. At the first court hearing, the LAS attorney will motion the court for Default Judgment and will prepare the Proposed Final Default Judgment for the judge’s approval.

If the Defendant appears at the first hearing and the matter is not resolved, the case will be scheduled for a trial before the WD division judge. The LAS attorney will continue to discuss settlement options and will also discuss trial procedure with the Plaintiff. If the Plaintiff prevails at trial, the LAS attorney will prepare the Proposed Final Judgment for the judge’s approval.

Post-Judgment Mediation

If a Defendant Debtor comes forward after a judgment has been filed, the LAS attorney will contact the Client. If the Client is interested in mediating the issue after the judgment has been awarded, the LAS attorney will facilitate the mediation process, if able.

Post-Judgment Collection

Once the Plaintiff is awarded a Final Judgment or a Final Default Judgment, LAS will record the judgment with the Palm Beach County Clerk. This recording gives the Plaintiff a lien that is enforceable for 10 years and re-recordable after the expiration of the original lien. LAS will provide the Plaintiff Creditor with an information packet on how to collect on the judgment. LAS will also offer the contact information of Pro Bono or Low Bono Debt Collections Attorneys. LAS may assist the client with the collections process beyond recording the lien and referring the client to Pro Bono or Low Bono Attorneys, if able.

The decision about collection on judgments will be based on a variety of factors, including but not limited to, the following: the amount of the final judgment, the individual and/or entity against whom the judgment was obtained, the costs of collection, the likelihood of collection, and the interest of the client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2020

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	<b>Sena &amp; Whitney LLC</b> <b>190 Glades Rd Suite C</b> <b>Boca Raton, FL 33432</b>	CONTACT NAME: <b>William Mennitt</b> PHONE (A/C, No, Ext): <b>561-210-8715</b> FAX (A/C, No): <b>561-210-8716</b> E-MAIL ADDRESS: <b>wmennitt@thesenagroup.com</b> INSURER(S) AFFORDING COVERAGE INSURER A: <b>Allied P&amp;C Ins Co</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	<b>LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.</b> <b>Michael Spillane</b> <b>423 FERN STREET, STE. 200</b> <b>WEST PALM BEACH, FL 33401</b>	NAIC #

COVERAGES CERTIFICATE NUMBER: 00014908-1261282 REVISION NUMBER: 42

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.

INSTR 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACP5995086881	08/28/2020	08/28/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			ACP5995086881	08/28/2020	08/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER 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" ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.**

CERTIFICATE HOLDER	CANCELLATION
<b>Palm Beach County Board of County Commissioners</b> <b>C/o FDO</b> <b>2633 Vista Parkway</b> <b>WEST PALM BEACH, FL 33411-5603</b>	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  (WIM)



# ***Legal Aid Society of Palm Beach County, Inc.***

***423 Fern Street, Suite 200, West Palm Beach, FL 33401***

**Phone: (561) 655-8944 • Fax: (561) 655-5269 • Toll-Free 1-800-403-9353**

***www.legalaidpbc.org***

**Executive Director**

Robert A. Bertisch, Esq.

**Administrator**

Michael Spillane

**Director of Development**

Harreen Bertisch

**Board of Trustees**

David Ackerman, Esq.

Claire Arnold

F. Greg Barnhart, Esq.

Bill Bone, Esq.

Patrick J. Casey, Esq.

Jeffrey A. Devore, Esq.

Melinda Penney Gamot, Esq.

Mariano Garcia, Esq.

Garry Glickman, Esq.

Carey Haughwout, Esq.

Jane Kreusler-Walsh, Esq.

Richard Lubin, Esq.

Rafael J. Roca, Esq.

Michael Salmick, Esq.

Gary Woodfield, Esq.

**Board of Directors**

**President**

Michelle R. Suskauer, Esq.

**Immediate Past Pres.**

Miriam Acosta-Castriz, Esq.

**First Vice-President**

Lawrence P. Rochefort, Esq.

**Second Vice-President**

Robert H. Friedman, Esq.

**Secretary**

Scott C. Murray, Esq.

**Treasurer**

Jerald S. Beer, Esq.

**Board of Directors**

Leslie Artsis Adams

Richard M. Benrubi, Esq.

Bridget A. Berry, Esq.

Robin Bresky, Esq.

Carla Tharp Brown

Sarah Cortvriend, Esq.

Vincent F. Cuomo

Amy Devore

Howard D. DuBosar, Esq.

Karis Engle

Joseph G. Galardi, Esq.

Richard D. Greenfield

Jack P. Hill, Esq.

John Howe, Esq.

Denise Rappaport Isaacs, Esq.

Dwinette Johnson, Esq.

Wilmar J. Julmiste, Esq.

W. Hampton Keen, Esq.

Nancy Lambrecht

Jason D. Lazarus, Esq.

Daniel Lustig, Esq.

Ellen S. Malasky, Esq.

J. Grier Pressly, III, Esq.

Heather L. Ries, Esq.

Peter A. Sachs, Esq.

Matthew Sackel, Esq.

Robert M.W. Shalhoub, Esq.

Grasford W. Smith, Esq.

Rebecca Mercier Vargas, Esq.

Matthew Zimmerman, Esq.

November 9, 2020

Palm Beach County Board of County Commissioners  
301 N. Olive Ave  
West Palm Beach, FL 33401

Re: Certificate of Liability Insurance 2020-2021

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)  
08/26/2020

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	Burke Bogart & Brownell 181 Crawford Blvd Boca Raton, FL 33432	CONTACT NAME: Debbie Adametz	
		PHONE (A/C, No., Ext):	FAX (A/C, No): (561) 750-9134
		E-MAIL ADDRESS: dadametz@bbbins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: FCCI Insurance Company	A0025
INSURED	Legal Aid Society of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach, FL 33401	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS ONLY						\$
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/>						AGGREGATE \$
	EXCESS LIAB						\$
	CLAIMS-MADE <input type="checkbox"/>						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC-0100059290-01	08/28/2020	08/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					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 Board of County Commissioners 301 N. Olive Ave. 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 

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

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

PRODUCER

The CIMA Companies, Inc.  
2750 Killarney Dr, Suite 202  
Woodbridge, VA 22192-4124

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

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:

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						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						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	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			19B01328216	05/01/2020	05/01/2021	\$1,000,000/\$1,000,000
A	Management Liab			19B01328216	05/01/2020	05/01/2021	\$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 Board of County Commissioners  
Office of Equal Opportunity  
301 N. Olive Avenue  
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

Laurie S. Coleman

R2020 0048

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_ day JAN 07 2020, 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 professional/consultation services to residents of Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be 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 term of this Contract shall be for one (1) year, starting January 1, 2020 and will automatically renew for two (2) one (1) year terms, unless either party notifies the other prior to the expiration of the initial term or an extended term of its intent not to renew in accordance with the time parameters stated herein. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of FOUR HUNDRED TWENTY THREE THOUSAND THREE HUNDRED DOLLARS (\$423,300.00) over a three year period of which ONE HUNDRED FORTY ONE THOUSAND AND ONE HUNDRED DOLLARS (\$141,100) IS BUDGETED FOR 2020 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED FORTY ONE THOUSAND AND ONE HUNDRED DOLLARS (\$141,100) IN EACH SUBSEQUENT YEAR FOR THE TERM OF THIS CONTRACT. 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. All invoices must reference your unique purchase order number (KPO\*\*\*) Vendor's Legal Name; Vendor's Address; request must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Approved invoices will then be processed via the Advantage Financial System for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Invoices received that fail to comply with the above requirements will be returned to the vendor and may result in a delay in processing payment.

- C. In order to do business with Palm Beach County, AGENCYs are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-AGENCYs, AGENCY must also ensure that all sub-AGENCYs are registered as AGENCYs in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-AGENCY register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-AGENCYs are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

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

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

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

#### **ARTICLE 6 - PERSONNEL**

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

All of the services required 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.

#### **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 the current or any subsequent year is subject to availability of funds and 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, 10<sup>th</sup> Floor**  
**West Palm Beach, FL 33401**

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

#### **ARTICLE 11 - INDEMNIFICATION**

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes

of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

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

#### **ARTICLE 16 - ARREARS**

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

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All

persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

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

#### **ARTICLE 20 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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

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

#### **ARTICLE 21 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual

orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

#### **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:

**Palm Beach County Office of Equal Opportunity**  
**301 North Olive Avenue, 10<sup>th</sup> 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 sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

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

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

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

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

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

#### **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

#### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section



119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

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

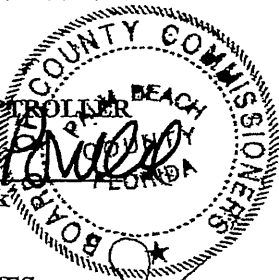
Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized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

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

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

By:   
Deputy Clerk

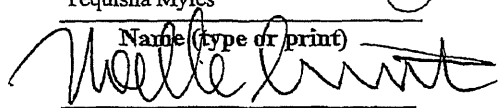


AGENCY WITNESSES:

  
Signature

Tequisha Myles

Name (type or print)

  
Signature

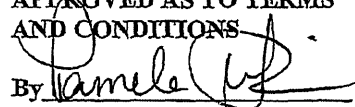
Noelle Smith

Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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


APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

R2020 0048

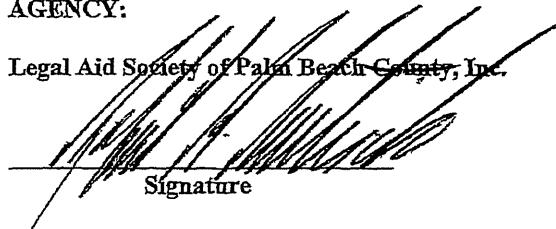
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

JAN 07 2020

By:   
Dave Kerner, Mayor

AGENCY:

Legal Aid Society of Palm Beach County, Inc.

  
Signature

Robert Bertisch

Typed Name

Executive Director

Title

(corp. seal)

## EXHIBIT "A"

### SCOPE OF WORK & SERVICE 2020 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.legalaidpbc.org](http://www.legalaidpbc.org))

**EXHIBIT "B"**

**SERVICE AND 2020  
FINANCIAL ASSISTANCE CONTRACT**

Agency: Legal Aid Society of Palm Beach County, Inc.  
Service: Wage Dispute Project \$141,100.00

Month	Amount
1	\$11,758.33
2	\$11,758.33
3	\$11,758.33
4	\$11,758.33
5	\$11,758.33
6	\$11,758.33
7	\$11,758.33
8	\$11,758.33
9	\$11,758.33
10	\$11,758.33
11	\$11,758.33
12	\$11,758.37
Total	\$141,100.00

**SERVICE AND 2021  
FINANCIAL ASSISTANCE CONTRACT**

Agency: Legal Aid Society of Palm Beach County, Inc.  
Service: Wage Dispute Project \$141,100.00

Month	Amount
1	\$11,758.33
2	\$11,758.33
3	\$11,758.33
4	\$11,758.33
5	\$11,758.33
6	\$11,758.33
7	\$11,758.33
8	\$11,758.33
9	\$11,758.33
10	\$11,758.33
11	\$11,758.33
12	\$11,758.37
Total	\$141,100.00

**SERVICE AND 2022  
FINANCIAL ASSISTANCE CONTRACT**

Agency: Legal Aid Society of Palm Beach County, Inc.  
Service: Wage Dispute Project \$141,100.00

Month	Amount
1	\$11,758.33
2	\$11,758.33
3	\$11,758.33
4	\$11,758.33
5	\$11,758.33
6	\$11,758.33
7	\$11,758.33
8	\$11,758.33
9	\$11,758.33
10	\$11,758.33
11	\$11,758.33
12	\$11,758.37
Total	\$141,100.00

## **EXHIBIT "C"**

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

#### **Potential Client Contacts Legal Aid Society**

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

#### **LAS Intake Appointment, Investigation, and Denial of WDP Services**

The potential wage dispute client will speak with a WDP staff member to complete the WDP intake form. The form may also be completed online with the LAS online intake. 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.

## **EXHIBIT "C"**

### **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 offer pre-suit mediation as an option for resolving the claim. The employer will be required to confirm attendance at the mediation. Early settlement is encouraged and may be settled at any point in the process. If neither negotiation nor mediation does not resolve the dispute, LAS will file a complaint with the Clerk and Comptroller to have the dispute assigned to Division WD as soon as the court has an available date.

### **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 third Thursday 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.

### **Default Judgments/Trial/Final Judgments**

After a lawsuit is filed, the Plaintiff may prevail based upon a default judgment if the Defendant/Employer fails to appear at the first court hearing. At the first court hearing, the LAS attorney will motion the court for Default Judgment and will prepare the Proposed Final Default Judgment for the judge's approval.

If the Defendant appears at the first hearing and the matter is not resolved, the case will be scheduled for a trial before the WD division judge. The LAS attorney will continue to discuss settlement options and will also discuss trial procedure with the Plaintiff. If the Plaintiff prevails at trial, the LAS attorney will prepare the Proposed Final Judgment for the judge's approval.

## **EXHIBIT "C"**

### **Post-Judgment Mediation**

If a Defendant Debtor comes forward after a judgment has been filed, the LAS attorney will contact the Client. If the Client is interested in mediating the issue after the judgment has been awarded, the LAS attorney will facilitate the mediation process, if able.

### **Post-Judgment Collection**

Once the Plaintiff is awarded a Final Judgment or a Final Default Judgment, LAS will record the judgment with the Palm Beach County Clerk. This recording gives the Plaintiff a lien that is enforceable for 10 years and re-recordable after the expiration of the original lien. LAS will provide the Plaintiff Creditor with an information packet on how to collect on the judgment. LAS will also offer the contact information of Pro Bono or Low Bono Debt Collections Attorneys. LAS may assist the client with the collections process beyond recording the lien and referring the client to Pro Bono or Low Bono Attorneys, if able.

The decision about collection on judgments will be based on a variety of factors, including but not limited to, the following: the amount of the final judgment, the individual and/or entity against whom the judgment was obtained, the costs of collection, the likelihood of collection, and the interest of the client.

## 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.

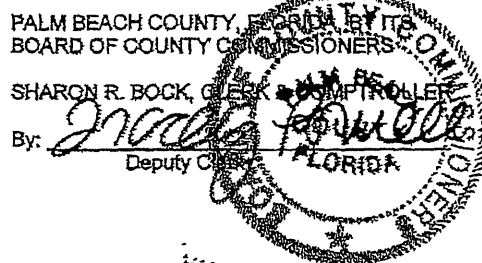
D. Monitor and report results to the BCC at predetermined intervals in a manner prescribed by the BCC.

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.



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney



June 27, 2019

The Honorable Mack Bernard  
301 North Olive Ave.  
West Palm Beach, FL 33401

Dear Mayor Bernard,

On behalf of Associated Builders and Contractors Florida East Coast Chapter, please accept our continued support of the partnership between the County and the Palm Beach County Legal Aid Society to offer services addressing the occurrence of Wage Theft.

ABC has a long history of working with the County on how best to address claims of Wage Theft, and we know and have seen that this is through the services of Legal Aid. Legal Aid is in the unique position to investigate claims, to determine whether or not they amount to that of Wage Theft, whether there are bigger issues in play or whether an individual may need to avail themselves of additional legal services. They are a one-stop-shop of assistance to individuals with claims, but also to provide educational assistance to those employers who are called in on claims. Not every claim is Wage Theft and not every occurrence is intentional.

We believe that the PBC Legal Aid Society team continues to demonstrate their clear ability to offer assistance to the residents of Palm Beach County with claims of wage theft, and we ask that the County continue to support this very successful program.

Sincerely,



Carol Bowen, JD  
Vice President of Government Affairs



June 18, 2019

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 1200 victims of Wage Theft to recover almost \$1,200,000 in owed wages - real money back in the hands of real people.

The amount of wages recovered, the number of victims served, and the personal stories we hear from people around the county clearly demonstrate that this is a successful program. 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. Finally, the presence of enforcement is a deterrent to violations; its absence encourages violators.

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. Working with Legal Aid, victims have received their owed wages – quickly and free of cost. Therefore, PEACE supports continued funding at a level necessary for the program to function at its potential.

Sincerely,

PEACE Executive 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  
peaceabc@gmail.com  
www.peaceabc.org

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.

## Attachment 3

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.

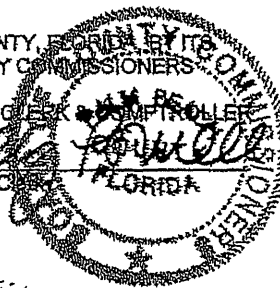
The foregoing Resolution was offered by Commissioner Vana, who moved its adoption. The motion was seconded by Commissioner Taylor, and upon being put to a vote, the vote was as follows:

Commissioner Abrams	- Aye
Commissioner Berger	- Aye
Commissioner Burdick	- Nay
Commissioner Santamaria	- Nay
Commissioner Taylor	- Aye
Commissioner Valsche	- 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



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney



November 25<sup>th</sup>, 2020

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 1,300 victims of Wage Theft to recover almost \$1,250,000 in owed wages – real money back in the hands of real people.

The amount of wages recovered, the number of victims served, and the personal stories we hear from people around the county clearly demonstrate that this is a successful program. 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. Finally, the presence of enforcement is a deterrent to violations; its absence encourages violators.

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. Working with Legal Aid, victims have received their owed wages – quickly and free of cost. Therefore, PEACE supports continued funding at a level necessary for this Program to function at its full potential.

Sincerely,

PEACE Executive Committee

CC:

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

**PEACE**  
100 N. Palmway  
Lake Worth, FL 33460  
(207) 956-1325  
[www.peacepbc.org](http://www.peacepbc.org)



**Associated Builders and Contractors**  
Florida East Coast Chapter, Inc.  
3730 Coconut Creek Parkway, Suite 200  
Coconut Creek, Florida 33066  
Phone 954.984.0075 Fax 954.984.4905  
[www.abceastflorida.com](http://www.abceastflorida.com)

December 10, 2020

The Honorable Dave Kerner  
301 North Olive Ave.  
West Palm Beach, FL 33401

Dear Mayor Kerner,

On behalf of Associated Builders and Contractors, please allow me to offer our continued support of the Palm Beach County Legal Aid Society and their continued efforts to assist residents with their wage theft and wage recovery claims.

ABC has worked with the County, on how best to address claims of Wage Theft, from the very beginning and has always felt that directing folks in need to Legal Aid is the best possible solution. As we know, not every claim amounts to Wage Theft but every wronged party deserves help. The beauty of partnering with Legal Aid is that the attorneys working on behalf of the residents of the county can help identify the proper legal resolution and also offer any additional legal support needed by individual claimants. They are an incredibly effective one-stop shop for help and one that should continue to be supported.

We believe that the team at Legal Aid has clearly demonstrated their tremendous ability to assist the residents of Palm Beach County with their wage theft claims, that the program has proven to be a success and that they are deserving of an extension of their contract with the county to provide these services.

Respectfully,

Carol Bowen, JD  
Vice President of Government Affairs

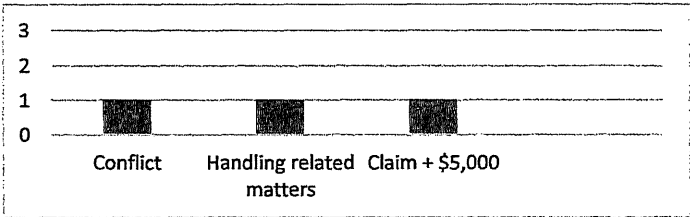
Wage Dispute Project

Agency Name: Legal Aid Society of Palm Beach County, Inc.  
Submitted By: Angelia Patterson, Esq.  
Submitted To: Palm Beach County Office of Equal Opportunity  
Reporting Period: January 1, 2020 through October 31, 2020

Hotline Calls

Total number of calls to Wage Dispute Project hotline, COVID 19 Cares Act, and Unemployment	562
Total number of online intakes	69
Number accepted by Wage Dispute Project Attorney	43
Number referred to pro bono attorney	3
Number given referral to other resource(s)	217
Number with no claim merit or did not return our call	15
Total number of individuals receiving brief service, negotiations, settlements or court decisions during reporting period	127
Total number of individuals receiving advice and counsel	3

Reasons for Referral to Pro Bono Attorney



Outreach Events

Total number of outreach events <sup>1</sup>	2 due to COVID
Total number of individuals attending outreach events	374

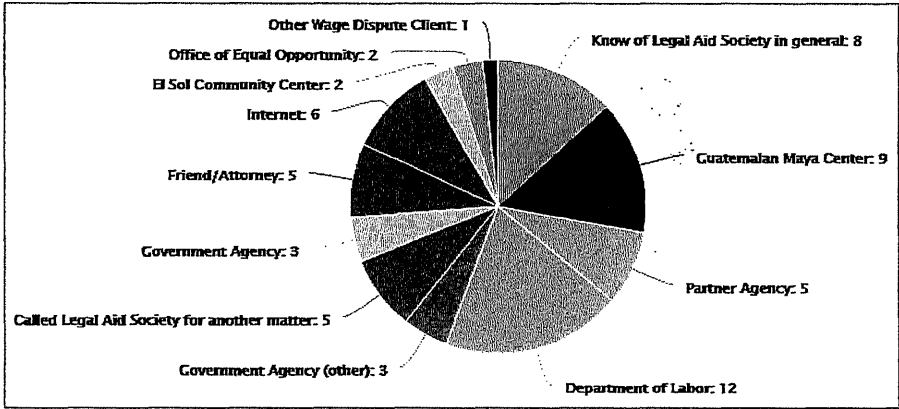
1. <sup>1</sup> All information was given over the phone to individuals who called into LASPBC



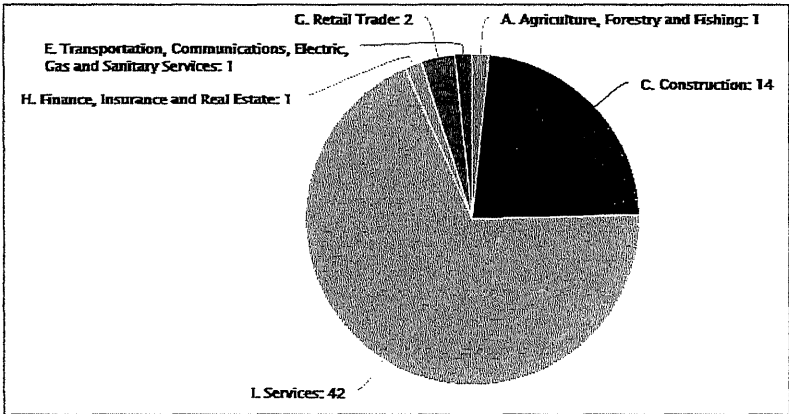
New Cases

Number of cases opened in reporting period	61
Total Amount Claimed to be Owed	\$181,059.91

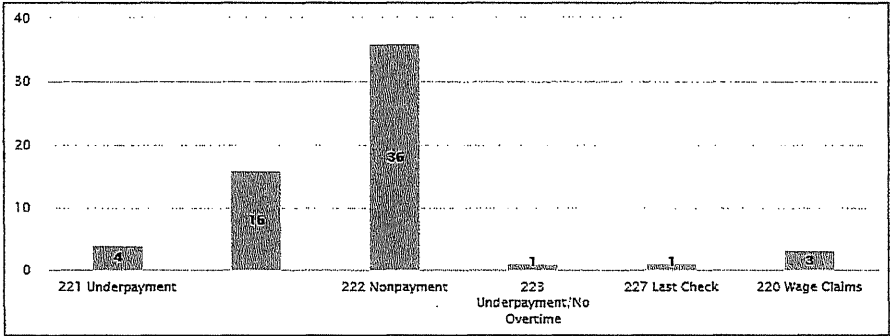
Opened Cases by Referral Sources



Opened Cases by Industry



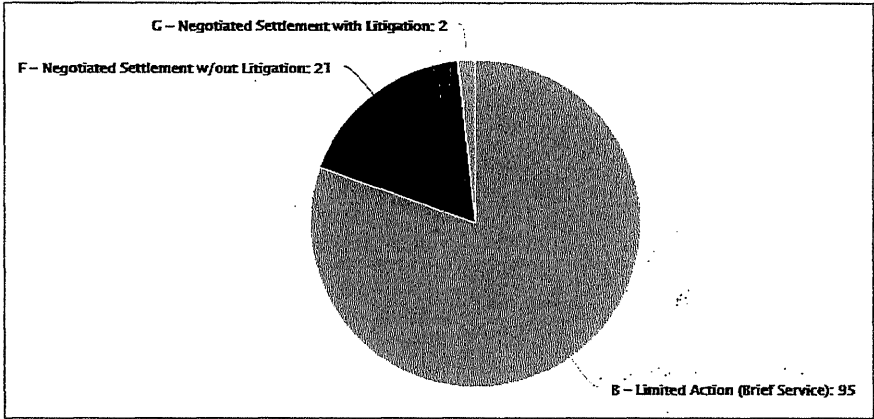
Opened Cases by Special Legal Problem Code



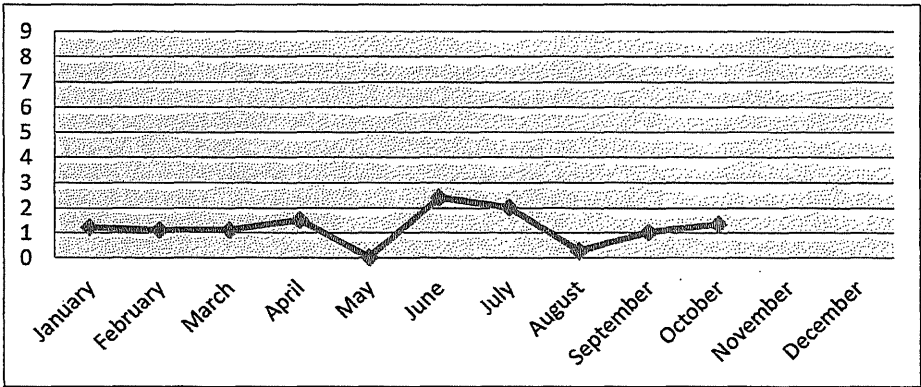
Closed Cases

Number of cases closed in reporting period (excluding Advice and Counsel)

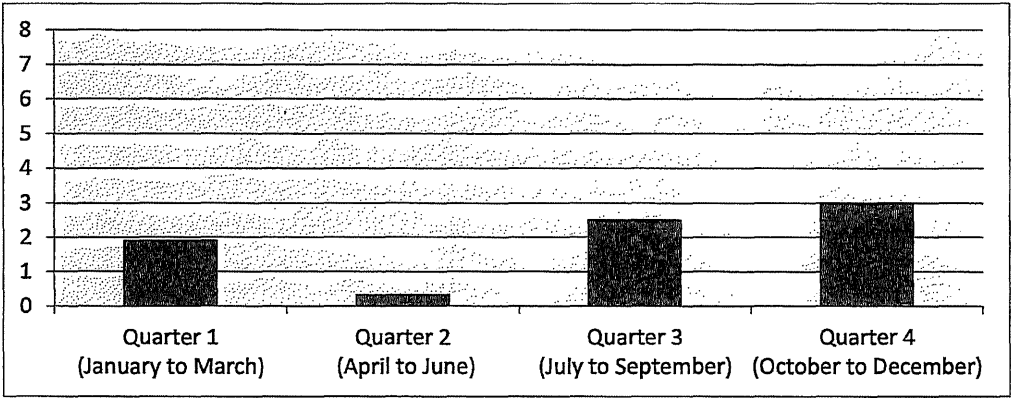
Cases Closed by Closing Reason



Average number of days between telephone intake and meeting with an attorney



Average number of days between attorney meeting and issuance of a demand letter



Outcomes of Cases Closed in Reporting Period

	Number	Clients
Pre-Suit Mediations	0	0
Complaints Filed	7	7
▪ Individuals Eligible for Lawsuit	33	33
▪ Individuals Who Declined a Lawsuit	0	0
Hearings		
▪ Resulted in Judgment	0	0
▪ Resulted in Settlement	0	0
▪ No Final Result from Hearing	0	0
Trials	0	0
▪ Wins	0	0
▪ Losses	0	0

Cases with Claims Recovered

Total Amount Claimed	\$181,059.91
Total Amount Recovered (Cash, Judgment, Pro Bono)	\$29,914.56
By LAS Attorney (Cash and Judgment)	\$28,598.56
By Pro Bono Attorney (Cash and Judgment)	\$1,316.00
Total Clients Receiving Claims	15
Average Amount per Client	\$1,994.30

Cash-in-Hand vs. Judgments

Cash-in-Hand	\$29,914.56
▪ Cash	0
▪ Check	\$29,914.56
▪ EFT	0
Amount of Judgments	\$0.00
Amount Collected on Judgments	0
▪ Cash	0
▪ Check	0
▪ EFT	0



**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**BOARD MEMBERSHIP FOR COMPANY: Legal Aid Society of Palm Beach County, Inc.**

<u>BOARD NAME</u>	<u>MEMBER NAME</u>	<u>APPOINTED DATE</u>	<u>EXPIRATION DATE</u>	<u>RESIGNATION DATE</u>	<u>REAPPOINTED DATE</u>	<u>APPOINTED BY</u>
Palm Beach County HIV Care Council	Kimberly Rommel Enright, Esq.	01/09/2001	11/18/2022		11/19/2019	At-Large/Palm Beach
Palm Beach County HIV Care Council	Kristina Rowe	10/16/2018	10/15/2021			At-Large/Palm Beach