

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011

Consent       Regular  
 Public Hearing

Department: County Attorney

Submitted By:

Submitted For:

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: approve Agreement between Palm Beach County and Fisher & Phillips, L.L.P., for legal services.

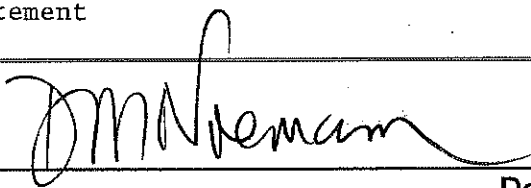
**Summary:** The County is currently defending an employment discrimination lawsuit styled *Sonia M. Giles v. Palm Beach County et. al.*, Case No. 50 2010 CA 02789 XXX MB AI, in the Fifteenth Circuit Court in and for Palm Beach County, arising from disability discrimination and retaliation claims brought by a Head Start worker against the County and the worker's former supervisor, Dennis Sloat. The County Attorney's Office handled defense of the case at the initial pleadings stage for both the County and the individual defendant. However, the case has progressed to a stage where it believes that joint defense of both the County and the individual defendant would represent a conflict of interest on the part of the County Attorney's Office. Therefore, outside counsel for the individual defendant is required. The proposed agreement has a not-to-exceed amount of \$90,000.00 for attorney's fees and \$5,000.00 for costs, for a total not-to-exceed amount of \$95,000.00. Countywide (ATP)

**Background and Policy Issues:** The County is currently defending an employment discrimination lawsuit styled, *Sonia M. Giles v. Palm Beach County et. al.*, Case No. 50 2010 CA 02789 XXX MB AI, in the Fifteenth Circuit Court in and for Palm Beach County, arising from disability discrimination and retaliation claims brought by a Head Start worker against the County and the worker's former supervisor, Dennis Sloat. (cont. on page 3).

**Attachments:**

1. Proposed Agreement between Palm Beach County and Fisher & Phillips, L.L.P. for legal services.
2. Budget Availability Statement

Recommended by: \_\_\_\_\_



8/30/11

Date

Approved by: \_\_\_\_\_

Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	95,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>95,000</b>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget?      Yes       No \_\_\_\_\_

Budget Account No.:      Fund 5010      Department 700      Unit 7130      Object 4511

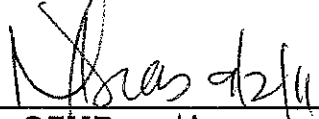
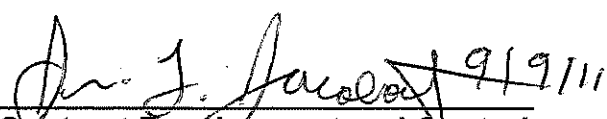
Reporting Category \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 _____ OFMB 9/11/11	 _____ Contract Development and Control 9-9-11
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**B. Legal Sufficiency:**

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

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**Background and Policy Issues:** *(cont. from page 1).*

The specific claims against the County include Florida Civil Rights Act claims for disability discrimination and disability retaliation. The claim against the individual defendant is based on a theory of tortious interference with a business relationship. The County Attorney's Office handled defense of the case at the initial pleadings stage for both the County and the individual defendant. However, the case has progressed to a stage where the lawyers handling the case believe that joint defense of both the County and the individual defendant would represent a conflict of interest on the part of the County Attorney's Office. Therefore, outside counsel for the individual defendant is required.

The County Attorney's Office solicited requests for proposal from a list of counsel maintained by the County Attorney's Office who have expressed interested in outside counsel opportunities, however, a full RFP was not conducted due to the time constraints posed by the ongoing litigation. The proposal by Fisher & Phillips, L.L.P., represented the lowest not-to-exceed amount of the responsive requests received. The proposed agreement has a not-to-exceed amount of ninety thousand dollars and no cents (\$90,000.00) for attorney's fees and five thousand dollars and no cents (\$5,000.00) for costs, for a total not-to-exceed amount of ninety-five thousand dollars and no cents (\$95,000.00). The effective date of the agreement is August 23, 2011, and the term of the agreement ends upon completion of the initial litigation. The agreement does not include representation during any appeals from the case.

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND FISHER & PHILLIPS, L.L.P. FOR LEGAL SERVICES**

THIS AGREEMENT is made and entered into on this 23 day of August, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and FISHER & PHILLIPS, L.L.P., hereinafter referred to as "Outside Counsel."

**WITNESSETH:**

**WHEREAS**, County desires to retain the Legal Services of Outside Counsel for the purpose of assisting the County Attorney in employment litigation issues, specifically to provide legal advice and assistance in relation to the lawsuit filed by Sonia M. Giles against Palm Beach County and Dennis Sloat in the Fifteenth Circuit Court in and for Palm Beach County, styled Sonia M. Giles v. Palm Beach County et. al., Case No.: 50 2010 CA 027899 XXXX MB AI; and

**WHEREAS**, Outside Counsel is experienced in employment litigation and desires to provide Legal Services to County on an as-needed basis at the request of the County Attorney.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The lawyer or law firm is expected to advise, assist, and represent individual defendant Dennis Sloat in the litigation filed by Sonia M. Giles against Palm Beach County and Dennis Sloat in the Fifteenth Circuit Court in and for Palm Beach County, styled Sonia

M. Giles v. Palm Beach County et. al., Case No.: 50 2010 CA 027899 XXXX MB AI ("Legal Services").

LEGAL SERVICES shall mean all work necessary to defend the interests of individual defendant Dennis Sloat in the litigation listed in subsection (a) above including but not limited to: appearance and representation at any/all hearings/trials; preparation of pleadings, research, legal memoranda; preparation of fact witnesses and/or expert witnesses; preparation of discovery requests and/or discovery responses; preparation of exhibits to be used at hearings, mediation, or meetings related to the litigation; representation during depositions; and representation during mediation, and formal or informal negotiations related to the litigation. LEGAL SERVICES does not include work related to appeals from the litigation.

3. County agrees to pay Outside Counsel for the Legal Services rendered on a per hour basis as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein. Monthly invoices shall be submitted to the County Attorney's office for review and approval prior to payment. Each invoiced item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such matter and the person performing the work. Outside Counsel agrees to bill County for work performed in one-tenth of an hour increments. Outside Counsel shall notify the County when the billable fees and costs reach ninety (90%) percent of the not-to-exceed amount provided for in Exhibit "A." Notification shall be made as soon as is practicable, but in all events and circumstances prior to the next monthly invoice being submitted for payment. Failure to comply with this notification requirement shall result in immediate

cessation of future invoice approvals until proper verification that future invoice approvals will remain within the contractual not-to-exceed amount.

The BOARD will only reimburse Outside Counsel expert witness or consultant fees that have been previously approved in writing by the BOARD.

4. Upon presentation of appropriate back up or supporting documentation, as specifically set forth in Palm Beach County PPM #CW-F-009, a copy of which is attached hereto as Exhibit "B," the County agrees to reimburse the lawyer or law firm for reasonable costs and expenses incurred during the course of providing legal services including express mail, long distance telephone charges, postage, and photocopying charges; provided however, that cumulative reimbursable costs and expenses shall not exceed ten percent (10%) of the not-to-exceed amount. Included in this ten percent (10%) cost and expense cap are court filing fees and costs, witness fees, court reporter fees and previously approved out-of-county travel expenses which shall be itemized, invoiced separately, and submitted monthly. Costs for travel within Palm Beach County, courier charges, secretarial work, computerized research, and telefacsimile charges shall not be reimbursable by the County. All charges, expenses, and costs incurred in performing the legal services as described herein and in the Agreement shall be approved by the County Attorney's Office. Travel time for the lawyer shall be billed at one-half the hourly rates for the person performing the services as set forth on Exhibit "A."

5. The term of this Agreement shall be effective from the date set forth above, which date shall be known as the "effective date," and shall continue until the completion of the litigation. The legal services for which compensation may be sought under this Agreement include those services provided after the effective date only. The County's

performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, the execution of this Agreement does not guarantee that any payment will be made to Outside Counsel.

6. This Agreement may be terminated by the County upon ten (10) days' written notice to Outside Counsel. The Agreement may be terminated by Outside Counsel upon ninety (90) days' written notice to the County, as long as such termination is consistent with Outside Counsel's professional obligations to the individual defendant Dennis Sloat. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the lawyer assuming representation of individual defendant Dennis Sloat. If Outside Counsel terminates this Agreement before completion of any pending litigation being handled pursuant to this Agreement, it shall not seek, nor be awarded, any work as Outside Counsel for the County on this or any other matter, unless otherwise agreed to by the parties.

7. Outside Counsel shall provide periodic status reports, either oral or in writing, as requested by the County Attorney's Office.

9. (a) Outside Counsel has been advised that the County and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). Outside Counsel shall observe and comply with the requirements of these laws and all related County policies and procedures in performing the Legal Services hereunder, to the extent applicable.

(b) Further, Outside Counsel shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least

three (3) years after completion or termination of this Contract. The County shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Outside Counsel's place of business.

10. Palm Beach County has established the Office of the Inspector General which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Outside Counsel, 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 interfere or impeding any investigation shall be in violation of the Office of Inspector General, Palm Beach County, Florida Ordinance, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

11. Outside Counsel will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency and cost effectiveness, including the use of sub-contractors, independent contractors or non-employees of the attorney, with the use of such personnel being billed through the Attorney and applying toward the contractual not-to-exceed amount.

12. Outside Counsel shall indemnify, hold harmless and defend County, its



agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions which may arise by virtue of any intentional or negligent act or omission of Outside Counsel or any agent, member, partner, associate or employee thereof in the performance of the Legal Services, including subcontractors, independent contractors or non-employees as referenced in paragraph 11 above.

13. Outside Counsel will maintain in full force and effect, during the life of this Agreement, standard professional liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and a maximum deductible of Two Hundred Twenty-Five Thousand Dollars (\$225,000). Certificates of liability insurance satisfactory to the County, evidencing the coverage required hereunder, shall be furnished to the County immediately upon execution hereof and before commencement of any Legal Services under this Agreement. Complete copies of policies shall be furnished upon the County's request. Outside Counsel will provide the County with thirty (30) days' prior written notice of any cancellation, nonrenewal, or other material change in the status of its professional liability insurance. Approval of the insurance by the County shall not relieve or decrease any liability of Outside Counsel hereunder.

14. Outside Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services as required herein. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by CATHY M. STUTIN, ESQUIRE, or under her direct supervision. Outside Counsel may not substitute lead counsel without prior written authorization from the Board of County Commissioners. Such authorization shall be at the sole discretion of the Board of County Commissioners. All personnel engaged in

performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Outside Counsel warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

15. Outside Counsel's signature on this Agreement shall act as the execution of a truth-in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

16. (a) Outside Counsel 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 the Legal Services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes, and the Palm Beach County Code of Ethics, Ordinance No. 2009-051, as amended. Outside Counsel further represents that no person having such a conflicting interest shall be employed by Outside Counsel to perform the Legal Services.

(b) Outside Counsel shall promptly notify County in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Outside Counsel's judgment or quality of the Legal Services. The notice shall identify the prospective business association, interest or circumstance and the nature of work that Outside Counsel wants to undertake and request County's opinion as to whether the association, interest or circumstance would, in the opinion of County, constitute a conflict of interest if entered into by Outside Counsel. County agrees to notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of County, the prospective business

association, interest or circumstance would not constitute a conflict of interest by Outside Counsel, County shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Legal Services. Outside Counsel further agrees to comply with Palm Beach County PPM #CW-0-052 regarding outside counsel conflicts of interest, which is attached hereto as Exhibit "C" and incorporated herein.

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

17. Outside Counsel is and shall be, in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in the Legal Services performed by Outside Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control over the means and manner in which it and its employees, agents, members, subcontractors, independent contractors or any others, perform the work. Outside Counsel does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

18. Outside Counsel warrants that it has not employed, retained, paid in dollars or in-kind, any company or person, other than a bona fide employee working solely for

Outside Counsel, to solicit or secure this Agreement 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 Outside Counsel, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

20. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties 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 further exercise thereof.

21. All written notices required in this Agreement shall be sent by certified mail, return receipt requested. If sent to County, the notice shall be mailed to:

Palm Beach County Attorney's Office  
301 North Olive Avenue STE 601  
West Palm Beach, Florida 33401  
ATTN: Andrew McMahon, Esq.

If sent to Outside Counsel, the notice shall be mailed to:

Cathy M. Stutin, Esq.  
Fisher & Phillips, L.L.P.  
Suite 800, 450 East Las Olas Boulevard  
Fort Lauderdale, FL 33301

22. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

23. All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESSES:

PALM BEACH COUNTY, FLORIDA

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Commissioner Karen Marcus  
Chairperson, Board of Palm Beach County  
Commissioners

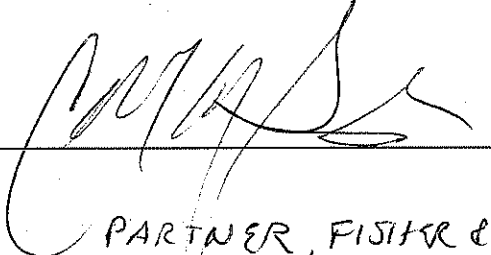
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

WITNESSES:

By:   
Signature

Katharine A. Dunn  
Print Name

By:   
PARTNER, FISHER & PHILLIPS LLP  
Title

By:   
Signature

Marjorie F. Savage  
Print Name

**EXHIBIT A – OUTSIDE COUNSEL FEE SCHEDULE**

Partners	\$300.00 per hour
Associates	\$200.00 per hour
Paralegals	\$100.00 per hour
Total maximum amount to be paid by County to ATTORNEY for the legal services provided herein	<u>\$90,000.00</u>
Total maximum amount to be paid by County to ATTORNEY for costs, excluding expert witness fees	<u>\$ 5,000.00</u>

**EXHIBIT B – PALM BEACH COUNTY PPM # CW-F-009**



**TO:** ALL COUNTY PERSONNEL  
**FROM:** ROBERT WEISMAN  
COUNTY ADMINISTRATOR  
**PREPARED BY:** COUNTY ADMINISTRATION  
**SUBJECT:** TRAVEL  
**PPM #:** CW-F-009

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**ISSUE DATE**  
July 1, 2011

**EFFECTIVE DATE**  
July 1, 2011

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**PURPOSE:**

The purpose of this PPM is to provide guidelines to all units of government in the Board of County Commissioners' budget for reimbursement to public employees and other authorized persons for travel expenses.

**UPDATES:**

Future updates of PPM# CW-F-009 will be the responsibility of an Assistant County Administrator in County Administration.

**AUTHORITY:**

The authority of this PPM is contained in Resolution No. R2006-0120 of the Board of County Commissioners of Palm Beach County, Florida, adopting a policy on travel pursuant to Sections 112.061 and 125.0104, Florida Statutes, which prescribe travel expenses of public officers, employees and other authorized persons.

Section 125.0104, Florida Statutes prescribes travel for the Tourist Development Council. The Council's purpose is to promote and publicize Palm Beach County and, as such, has extended limits on travel reimbursement. When a specific exception is not made in Section 125.0104, Florida Statutes, then Section 112.061 Florida Statutes, governs.

Employees of the Tourist Development Council, when traveling on official County business in the performance of tourism related activities as prescribed by Section 125.0104 of the Florida Statutes, will be reimbursed for actual, reasonable and necessary expenses when meeting with travel writers, tour brokers or others connected with the tour industry. They will be reimbursed for foreign travel at current rates as specified in the Federal publication "Standardized Regulations (Government Civilians, Foreign Areas)," as outlined in Section 125.0104, Subsection 9 of the Florida Statutes.

## DEFINITIONS:

### Travel Categories:

1. **Business Travel** – Travel that is necessary for an employee to complete an assigned task or carry out his/her assigned responsibilities. Examples include serving on a professional or technical board, a speaking engagement, involvement with regulatory agencies, bond closings, and all other business travel with a clearly identified public purpose. Agencies responsible for marketing and promoting Palm Beach County (i.e., Tourist Development) may attend promotional conventions as business trips. For a trip to be classified in the Business Travel category, there generally is no registration fee.
2. **Certification Travel** – Travel related to essential technical training required to perform in the job classification. For a trip to be classified in this category, the course must result in a certificate, course credit, Continuing Professional Education (CPE), Continued Legal Education (CLE), Continuing Education Units (CEU) credits toward future certification or satisfaction of in-service training required by State or Federally funded programs. Examples include paramedic training, training in computer technology, and skills training in the operation and repair of equipment or systems.
3. **Training Travel** –
  - a) **Outside Palm Beach County** – A seminar, workshop, or session conducted outside Palm Beach County that is dedicated to providing desirable or essential knowledge to be utilized within the job classification. Seminars, workshops, or sessions offered as part of a conference or convention must be included in the Conference/Convention category.
  - b) **Within Palm Beach County** – A seminar, workshop, session, conference, or convention conducted within Palm Beach County that is dedicated to providing desirable or essential knowledge to be utilized within the job classification.
4. **Lobbying Travel** – Travel in relation to State or Federal Legislation.
5. **Employee Recognition Events** – If the department's annual employee recognition event is held during normal working hours, designated drivers may receive mileage reimbursement for transporting groups of employees to the event.
6. **Conference/Convention Travel** – A session dedicated to specialized topics or areas of common professional or technical interest for the purpose of exchanging views regarding common issues or areas of interest, or the discussion of related problems and solutions. CPE, CLE, or CEU credits may or may not be given. A conference/convention typically includes the following:
  - a) Concurrent sessions, mobile workshops, educational tours, plant visits.

- b) Exhibits by vendors regarding goods and services related to the professional or technical interests.
- c) Breakfast/luncheon/dinner functions, which are scheduled to disseminate relevant information.
- d) Social and/or recreational functions offered for the well-being of the participants.
- e) Registration fees required for participation.

Travel to such meetings is to be classified as Conference/Convention on the Travel Request/Reimbursement Form (See Attachment A), unless it can be clearly defined and documented the travel meets the intent of one of the other travel categories as contained within this section.

7. **Overnight Travel** - (Class A or B travel as defined in Section 112.061, F.S.) – Travel that requires the traveler to be away from official headquarters for one or more nights.
- a) Class A Travel: Continuous travel of 24 hours or more away from official headquarters.
  - b) Class B Travel: Continuous travel of less than 24 hours which involves overnight absence from official headquarters.
  - c) Class C Travel: Travel for short trips where the traveler is not away from his or her official headquarters overnight.

**Travel Day:** A period of twenty-four (24) hours consisting of four quarters of six (6) hours each.

**Per Diem:** As an alternative to reimbursement for lodging and meals, a traveler may receive an amount of \$95 per day for lodging and meals. The day is divided into four quarters, six hours or fraction thereof, midnight to midnight. No receipts are required but per diem is limited to travel outside of Palm Beach County that requires an overnight stay.

**Common Carrier:** Includes train, bus, commercial airline operating scheduled flights, and rental car of established rental car firm.

**Authorized Persons:** A person other than a County officer or employee, whether elected or commissioned or not, who is authorized by the Board of County Commissioners, the County Administrator, Department Heads, or other approving authority (See AUTHORIZATIONS on Page 4) to incur travel expenses in the performance of official duties, to contribute time and services as a consultant or advisor, or a person who is a candidate for an executive or professional position.

**Traveler:** A public officer, public employee, or authorized person when performing authorized travel.

**POLICY:**

Occasional travel by County officials, employees and authorized persons, is considered necessary and useful to the conduct of County business. Attendance at selected professional association meetings and trainings courses provides a benefit to the County through an increased awareness of technical and administrative developments.

**However, the cost of travel, the resulting absence from normal duties, and the public's sensitivity to these issues demand that alternative means of accomplishing travel purposes be carefully examined. Telephone (including conference calls) and written communications should be considered prior to requesting travel authorization.**

When no feasible substitute for travel exists, the traveler and the approving authority must keep the associated expenses such as airfare, lodging, taxi, or auto rental to a minimum. Consideration of time-efficiency vs. cost must be addressed in the best interest of the County rather than be based on the individual's convenience.

Travel must be pre-authorized. Travel arrangements should be made well in advance since last minute arrangements and changes are costly. Reimbursement for travel will be made within the limitations prescribed by Florida Statutes and IRS income tax withholding and reporting requirements. **The approving authority is responsible for ensuring compliance with these regulations.**

**AUTHORIZATIONS:**

TRAVELER	AUTHORIZATION
Employees/Other Authorized Persons	Department Director/Deputy/Assistant Director Director of Administration (PZ&B) Director, Facilities Operations (FDO)
Staff Reporting to County Administrator	County Administrator or Deputy County Administrator
Department Director	Deputy or Assistant County Administrator
County Attorney Staff	County Attorney
Internal Auditor Staff	Internal Auditor
Fire Rescue Staff	Fire Rescue Administrator/Deputy Chiefs
15 <sup>th</sup> Judicial Circuit Staff	Court Administrator/Chief Judge
Advisory Board Members	Board of County Commissioners
State Attorney Staff	State Attorney
Public Defender Staff	Public Defender
County Commissioners County Commissioners' Staff County Administrator	Reference Resolution No. R2010-1269

County Attorney Internal Auditor Inspector General Executive Director of the Commission on Ethics	Reference Resolution No. R2010-1269
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**TRAVEL LIMITATION GUIDELINES:**

**Conferences and Conventions (Outside County on annual basis):**

Technical Staff	1 in state trip
Professional Staff	2 trips, maximum 1 out of state trip
Managerial Staff/Division Directors & above	3 trips, maximum 2 out of state trips

Number of Attendees from one Department:

Four (4) people from one department for in-state trips.  
 Two (2) people from one department for out-of-state trips.

If the conference or convention addresses more than one area of responsibilities or discipline (i.e., large county departments containing several divisions) and the approving authority wishes to increase the number of attendees, approval by the next higher authority is required.

Any exceptions to these guidelines must be documented and receive approval by the next higher authority prior to travel.

All travel must benefit Palm Beach County. The approving authority will be responsible for assuring that total travel for the fiscal year will not interfere with job duties or the efficient operation of the Department and that opportunities will be on a rotation basis.

**BUDGET VERIFICATION:**

Each approving authority shall be responsible for verifying that sufficient budgeted funds are available prior to authorizing travel.

**AIRLINE AND OTHER TRANSPORTATION ARRANGEMENTS:**

**Route of Travel:** All travel must be by a usually traveled route. If a person travels by an indirect route for personal convenience, any extra costs will be at the traveler's expense.

**Method of Travel:** Persons requesting travel by commercial airlines are required to compare airfares before booking flights. Persons requesting travel must specify the most economical method of travel [e.g., County-owned vehicle, privately-owned vehicle, public transportation (common carrier)].

**Commercial Air Travel:** Commercial air travel will be by the most economical class. First-

class common carrier rates will be paid only if a justification statement approved by the Department Head is attached to the voucher certifying that tourist or coach was not available at a reasonable flight time. Expenses for common carrier transportation that are in excess of the rates for the most economical class will be the responsibility of the traveler and must be reimbursed by the traveler, unless justified. Justification may include family emergency or unexpected schedule changes by the common carrier.

An extended stay of one day before and/or one day after the normal County business travel period may be approved to take advantage of a lower airfare, only if the sum of the extended airfare, additional lodging, and standard meal allowance is less than the lowest available normal and reasonable airfare at the time the trip is originally booked. Overnight accommodations and associated costs will be permitted if it is not reasonable or practical for the employee to arrive or depart on the same day as the event. Documentation of the comparable airfare at the time of original booking must be provided and must be verified and approved by the Approving Authority (See Authorizations on Page 4), and must be attached to the Travel Request/Reimbursement Form (See Attachment A).

Example:

Dates & Times of Travel	Dates & Times of Travel

Cost:

Airfare	\$400.00	\$250.00
Meals	42.00	63.00
Lodging	<u>65.00</u>	<u>130.00</u>
Total:	\$507.00	\$443.00

Additional lodging and meal expenses for one day before and/or one day after the normal County business travel period shall be paid by the County only to the extent that the incremental business expenses do not exceed the savings derived from the reduced airfare. If the trip begins more than one day before or ends more than one day after the normal business trip, then the additional expenses for airfare, lodging, and meals are not allowable for reimbursement to the extent that the business trip exceeds the one day before and/or after limitation. However, if the extra travel time involves normal work hours, the employee may use vacation time or the lost time away from work must be included in the cost calculations.

**Private Airplane Travel:** The use of a private airplane for County business shall be approved on the basis that this mode of travel is beneficial to the County from a financial and/or time standpoint. Costs shall not exceed the costs of the lowest commercial airfare available at the time the trip is originally booked. If there are multiple travelers, reimbursement will be made based on actual expenditures of the private aircraft not-to-exceed the total amount that would have been reimbursed had the travelers used the normal commercial airline mode of travel. Written justification must be signed by the Approving Authority and attached to the Travel

Request/Reimbursement Form (See Attachment A) when submitted to Finance.

**TRAVEL ADVANCES:**

If authorized by the Approving Authority, a traveler may request an advance to cover anticipated costs of travel (non-County employee travel advances require Board approval). The guidelines below must be followed when a travel advance is requested.

There will be no advances for amounts under \$100.00.

Advances may be made for 100% of airfare, registration fees, per diem or pre-determined hotel rates and meal allowances. Registration fees may be paid to the vendor by the County utilizing the Direct Payment Voucher, pursuant to PPM# CW-L-035, at the discretion of the traveler when traveling within Palm Beach County.

A Travel Request/Reimbursement Form (See Attachment A) with the advance amount needed must be submitted at least seven (7) working days prior to travel. No travel advances will be paid that are earlier than thirty (30) days prior to incurring the expected travel expenses.

The Finance Department shall have the authority to deny travel advance privileges to those individuals or departments, which have demonstrated a pattern of failing to properly or promptly submit a voucher for reimbursements of travel expenses or travel request forms for advances.

All travel advances must be accounted for within (10) working days upon returning from the trip. Any employee delinquent in submitting his/her travel reimbursement voucher within the ten (10) day limit may be denied all future travel advances. The portion of a travel advance that is not fully accounted for by an employee within (60) days upon returning from a trip and/or excess advance not returned within (120) days must be reported as gross wages on the employee's W-2, and payroll taxes must be withheld to comply with IRS regulations. The portion of non-employee travel advances in excess of \$600 that are not fully accounted for within 60 days and/or excess advance not returned within (120) days will require issuance of an IRS Form 1099-MISC.

Employees who are overpaid, who resign or are discharged from County service prior to attending the conference or seminar, or who fail to attend the conference or seminar, will reimburse the County for any excess travel advance funds received. The County may recoup the funds through deductions from the employee's paycheck(s) and/or through such other collection means as the County elects to use.

**REIMBURSABLE TRAVEL EXPENSES:**

Travel and/or mileage reimbursements must be submitted within (60) days after the expenses are incurred. Reimbursements submitted after (60) days must be reported as gross wages on the employee's W-2, and payroll taxes must be withheld to comply with IRS regulations. The portion of non-employee travel reimbursements in excess of \$600 that are not fully accounted for within (60) days will require issuance of an IRS Form 1099-MISC.

**Class A & B Travel – Travel Outside Palm Beach County Requiring an Overnight Stay**

- 1) **Meals and Lodging:** All travelers are allowed meals and lodging when traveling to a convention, conference or County business out of Palm Beach County requiring an overnight stay. Travelers must decide whether they wish to be reimbursed for actual expenses or on a per diem basis for their entire trip. Payment of some travel days on a per diem basis and others on an actual expense basis will not be approved. Reimbursement for meals and lodging will be as follows:

Per diem in the amount of \$95 per day: based upon a quarter period (six hours or fraction thereof, @ \$23.75 per quarter); paid receipts not required; or

If actual expenses are determined to exceed per diem as described above, then actual expenses for lodging at a single occupancy rate substantiated by paid bills, plus an amount for meal allowances as follows:

Breakfast	\$7	When travel begins before 6 a.m. and extends beyond 8 a.m.
Lunch	\$11	When travel begins before 12 noon and extends beyond 2 p.m.
Dinner	\$22	When travel begins before 6 p.m. and extends beyond 8 p.m.

If meals are included in a convention or conference registration fee, provided by a hotel or airline, or otherwise gratuitously provided, a meal allowance will not be paid.

On the first or last day of travel, if travel begins prior to 6 am and ends after 8 pm, employees may receive up to \$40 per day in accordance with reasonable business practices.

- 2) **Registration Fees:** When the only expense incurred is a registration fee and the department has been invoiced by the vendor the traveler may request payment to the vendor on the Direct Payment Voucher Form (**See Attachment E**) after attending the event requiring the registration fee. If the registration fee must be paid in advance and is in conjunction with travel, the traveler may request an advance using the procedure outlined under the **Travel Advances Section**.
- 3) **Incidental Reimbursable Expenses:** The following incidental expenses of the traveler may be reimbursed:

**Car Rental –** The Approving Authority will make the determination of need. Car rentals must be approved and submitted on the Travel Request/Reimbursement Form (**See Attachment A**) prior to travel with justification included. The intermediate car rental rate will be reimbursed unless the need for a larger car has been documented and approved by the Approving Authority. Rental cars used from Palm Beach County are discouraged unless specifically justified.



Taxi Fare or Bus Fare – Original receipts are required.

Bridge, Road, Tunnel Tolls, and other Fares – Original receipts are required.

Telephone – For County business only.

Fax and Internet Access Fee – For County business only.

Storage or Parking Fees – Original receipts are required.

Internet booking fees for reserving air travel and hotels.

Baggage fees, limited to two (2) bags – Original receipts required.

Mandatory safe charge.

Vicinity Travel – Vicinity mileage necessary for the conduct of official business is allowable, and must be shown as a separate item on the travel voucher. Section 112.061 F.S. requires documentation of the point of origin, the point of destination, and the public purpose for the vicinity travel. The County will not reimburse for personal travel (i.e., sightseeing).

Mileage – The traveler will be reimbursed for mileage when using their own vehicle for County travel at the effective rate set by the Internal Revenue Service for the period of travel. The standard business mileage rate, as set by the IRS, is \$.55.5 per mile effective July 1, 2011. Employees who receive a monthly auto allowance will be reimbursed for all mileage incurred for out-of-county trips. The allowable mileage reimbursement will be computed on the basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as MapQuest or GoogleMaps) are required to substantiate mileage requested for reimbursement. A Travel Request/Reimbursement Form should be submitted for vicinity or destination mileage. Do not submit on a Mileage Reimbursement Voucher.

#### **Class C Travel – One-Day Travel Not Requiring an Overnight Stay**

- 1) **Meals:** Meal allowances will not be paid for one-day travel.
- 2) **Registration Fees:** When the only expense incurred is a registration fee, the traveler may request payment to the vendor on the Direct Payment Voucher Form (See **Attachment E**).
- 3) **Incidental Reimbursable Expenses:** The following incidental expenses of the traveler may be reimbursed:

Car Rental – The approving Authority will make the determination of need. Car rentals must be approved and submitted on the Travel Request/Reimbursement Form (See **Attachment A**) prior to travel with justification included. The intermediate car rental rate will be reimbursed unless the need for a larger car has been documented and approved by the Approving Authority. Rental cars used from Palm Beach County are discouraged unless specifically justified.

Taxi Fare or Bus Fare – Original receipts are required.

Bridge, Road, Tunnel Tolls, and other Fares – Original receipts are required.

Telephone – For County business only.

Fax and Internet Access Fee – For County business only.

Storage or Parking Fees – Original receipts are required.

Internet booking fees for reserving air travel.

Baggage fees, limited to two (2) bags – Original receipts are required.

Mileage – The traveler will be reimbursed for mileage when using their own vehicle for County travel at the effective rate set by the Internal Revenue Service for the period of travel. The standard business mileage rate, as set by the IRS, is \$.55.5 per mile effective July 1, 2011. Employees who receive a monthly auto allowance will not be reimbursed for mileage incurred for in-county trips. The allowable mileage reimbursement will be computed on the basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as MapQuest or GoogleMaps) are required to substantiate mileage requested for reimbursement.

### **Monthly Mileage**

- 1) **Mileage Reimbursement Requirements (formerly known as "Mileage Agreements"):** When it is necessary for employees to use their privately-owned vehicles for transportation in the discharge of their assigned official duties on behalf of Palm Beach County (excluding travel to conferences, seminars, etc.), reimbursement for mileage can be made by completing a Mileage Reimbursement Voucher (See **Attachment B**) or by submitting an electronic mileage voucher through HRIS. Reimbursement of mileage for conferences, seminars, etc. should be made on a Travel Request/Reimbursement Form (See **Attachment A**). If expenses for parking and tolls are incurred, reimbursement may be made by completion of a Travel Request/Reimbursement Form, or through submission of petty cash (in accordance with department policy).

Mileage reimbursement for County travel is computed at a rate set by the Internal Revenue Service. The standard business mileage rate, as set by the IRS, is \$.55.5 per mile effective July 1, 2011. The allowable mileage reimbursement will be computed on the

basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as Mapquest or GoogleMaps) are required when submitting Mileage Reimbursement Vouchers if HRIS is not used.

Employees who request mileage reimbursement must maintain minimum limits of automobile liability insurance coverage in accordance with the limits in 324.021(7) Florida Statutes, Proof of Financial Responsibility, as it now exists or may be from time to time amended (See Attachment C).

To obtain authorization for a new driver, employees must complete the top part of the Employee Drive Authorization Form (See Attachment D) and submit this form (in its entirety), to Loss Control/Risk Management. Loss Control will check the employee's Motor Vehicle Report (MVR) for compliance with County policies and advise the employee and the respective department of compliance. If not in compliance, Finance as well as the employee or his/her department will be notified.

- 2) **Auto Allowance:** Employees who receive an auto allowance will not be eligible for reimbursement for automobile mileage, except for mileage incurred for out-of-county travel, which can be made by completing a Travel Request/Reimbursement Form (See Attachment A). For all normal or daily business travel, employees receiving the auto allowance will use their personal vehicle and not a departmental vehicle unless travel is with other authorized travelers. The auto allowance varies according to position level. For additional information, refer to County Administrative Code Section 305.12.

#### General

- 1) **County Travel combined with Personal Travel:** An employee traveling on official County business who wishes to alter travel plans for personal reasons must indicate such on the Travel Request/Reimbursement Form (See Attachment A).

The traveler will only be reimbursed for those expenses which are clearly County business-related. Per diem or meals and lodging will be in effect only during the actual period of time spent on official County business.

If personal travel is prior to County business, County business commences as of the date the traveler is expected to arrive at the destination. If personal travel is after the conclusion of County business, personal travel begins at the time the traveler would have been expected to depart. Overnight accommodations/associated costs shall be permitted if it is not reasonable or practical for the employee to arrive or depart on the same day(s) as the event. An extended stay of one day before and/or one day after the normal County business travel period may be approved to take advantage of a lower airfare, only if the sum of the extended airfare, additional lodging, and standard meal allowance is less than the lowest available normal airfare at the time the trip is originally booked. Documentation of the comparable airfare at the time of original booking must be provided and must be verified and approved by the Approving Authority (See

Authorizations on Page 4), and must be attached to the Travel Request/Reimbursement Form (See Attachment A).

**NON-REIMBURSABLE TRAVEL EXPENSES:**

Non-reimbursable expenses are those generated by activities and events, which do not serve a direct public purpose to the County. Such expenses include the following:

Laundry/Dry Cleaning	Suites/Villas
Gratuities	Donations
Entertainment/Alcoholic Beverages	Personal Phone Calls not related to business
Room Service	Flight Insurance
Parking/Moving/Traffic Violations	Car Repair and Maintenance
Movie Rentals	Locker Rentals
Cribs, irons, etc.	Leisure Services
Locksmith Charge	Car Wash
Vehicle Ownership Costs	
Vicinity Travel to/from Eating Establishments, except for required business meetings	
Fees & tips given to porters, baggage carriers, bellhops, hotel maids, etc.	

**TRAVEL REQUEST/REIMBURSEMENT FORM:**

**Request:** All travel will be requested and approved on the approved Travel Request/Reimbursement Form (See Attachment A), except for the following situations:

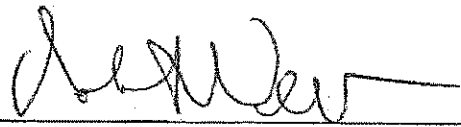
- 1) Authorized attendance at seminars, Certification exams, Conference calls and other training that does not involve travel, travel on County time or per diem. A Direct Payment Voucher (See Attachment E) should be used to process these activities; and
- 2) When a Registration Fee is the only expense incurred and the department has been invoiced by the vendor, the traveler may request payment to the vendor, a Direct Payment Voucher (See Attachment E) should be used after attending the event requiring the registration fee. If the registration fee must be paid in advance in conjunction with travel, the traveler may request an advance using the procedure outlined under the **Travel Advances Section**.

Should reimbursement be requested for non-county employees (i.e., applicants traveling for job interviews), the "Job Title" portion of the Form shall indicate "other." Advances directly to non-employees are not allowed under current County policy. PPM #CW-F-011 requires actual receipts for reimbursement to job applicants.

To claim reimbursement, submit the Travel Request/Reimbursement Form (See Attachment A) to the appropriate Approving Authority together with the following minimal supporting documents:

- 1) The approved Travel Request/Reimbursement (**See Attachment A**) for the actual travel performed. If using a budget line from a different department, proper approval is required.
- 2) Original receipts substantiating all expenses, including airline passenger receipt/ticket stubs and flight itinerary.
- 3) A copy of the meeting's agenda, invitation, and/or other supporting documents.
- 4) Written approval of any exceptions outlined in the policy.
- 5) Written justification and documentation required by this policy.

Following the review and approval of the Travel Request/Reimbursement Form (**See Attachment A**) and original supporting documents, the department will forward the original Travel Request/Reimbursement Form with original supporting documentation to Finance for payment.



**ROBERT WEISMAN**  
**COUNTY ADMINISTRATOR**

**Supersession History:**

1. CW-F-005, Mileage Reimbursement
2. CW-F-010, One-Day Travel
3. CW-F-006, dated 11/02/93
4. CW-F-006, issued 5/1/96
5. CW-F-009, issued 9/11/00
6. CW-F-009, issued 8/19/03
7. CW-F-009, issued 1/10/06
8. CW-F-009, issued 2/12/07
9. CW-F-009, issued 1/01/08
10. CW-F-009, issued 7/1/08
11. CW-F-009, issued 12/17/08
12. CW-F-009, issued 12/10/09
13. CW-F-009, issued 1/1/10
14. CW-F-009, dated 1/1/11
15. CW-F-009, dated 6/16/11

**TRAVEL REQUEST/REIMBURSEMENT FORM**  
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
PRINT NAME  TECH  PROF  MNGR  OTHR

DEPARTMENT \_\_\_\_\_ DIVISION \_\_\_\_\_

PHONE # \_\_\_\_\_ ACCOUNT # \_\_\_\_\_ DATE \_\_\_\_\_

TRAVEL CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_

DESTINATION (City & State) \_\_\_\_\_

VACATION COMBINED WITH TRIP?  YES  NO WAS TRIP BUDGETED?  YES  NO

TITLE OF CONFERENCE/SEMINAR \_\_\_\_\_

PURPOSE OF TRIP  Business  Training  Conference/Convention  
 Certification  Lobbying

OUT OF STATE  IN STATE  IN PALM BEACH COUNTY

	ESTIMATED EXPENSES	ACTUAL EXPENSES
<i>Departure:</i>	Date: _____	Date: _____
	Time: _____	Time: _____
<i>Return:</i>	Date: _____	Date: _____
	Time: _____	Time: _____
Registration Fee:	\$ _____	\$ _____
Transportation:		
Airline .....	_____	_____
Private Vehicle (Attach Detail)		
Destination Miles		
@.55.5¢ /mile .....	_____	_____
Vicinity Miles		
@.55.5¢ /mile .....	_____	_____
County Vehicle		
Vehicle # _____		
Taxi .....	_____	_____
Car Rental (Attach Justification) .....	_____	_____
Lodging: _____ Days @ \$ _____ / Day	_____	_____
Meals:		
# _____ Breakfasts (\$7.00)	_____	_____
# _____ Lunches (\$11.00)	_____	_____
# _____ Dinners (\$22.00)	_____	_____
Per Diem:		
# _____ Qtrs @ \$23.75 /Qtr..	_____	_____
Miscellaneous:		
Parking .....	_____	_____
Tolls .....	_____	_____
Other .....	_____	_____
<b>TOTAL ALL EXPENSES:</b>	\$ _____	\$ _____
<b>TRAVEL ADVANCE REQUESTED:</b>	\$ _____	
Less:		
Travel Advance .....		_____
Payments By County .....		_____
Payments By Other Entities .....		_____
<b>Amount of Reimbursement &lt;REFUND&gt;.....</b>		\$ _____

**TRAVEL APPROVALS:**

Traveler's: \_\_\_\_\_ Date \_\_\_\_\_

Approving Authority's: \_\_\_\_\_ Date \_\_\_\_\_

**REIMBURSEMENT APPROVALS: \***

Traveler's: \_\_\_\_\_ Date \_\_\_\_\_

Approving Authority's: \_\_\_\_\_ Date \_\_\_\_\_

**\* CERTIFICATION AND AUTHORIZATION**

I hereby certify or affirm that this travel claim is true and correct in every material matter; that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of my official duties; and that same conforms in every respect with the requirements of the Palm Beach County travel regulations and Chapter 112.061, Florida Statutes.

**EMPLOYEE DRIVER AUTHORIZATION**

**I. EMPLOYEE SECTION- to be completed at Insurance Briefing**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Department/Division \_\_\_\_\_ Job Title \_\_\_\_\_

Drivers License No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

DOB \_\_\_\_\_ License Type: CDL or OP Exp. date \_\_\_\_\_  
(circle)

Previous State & DL No. \_\_\_\_\_ Date of Hire \_\_\_\_\_  
(if applicable)

I have read and understood the Vehicle Safety Program, PPM # CW-O-004, and understand my responsibilities as a driver/operator of Palm Beach County vehicles/equipment. I certify that I have not been convicted of three moving violations or one DUI conviction in the preceding twenty-four (24) month period, in Florida or any other state. (The provision of any false information will result in immediate loss of driving privileges of County vehicles, and appropriate disciplinary action, including possible termination, will be pursued.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**II. RISK MANAGEMENT/LOSS CONTROL SECTION**

The above employee has met the County guidelines for operating motorized vehicles for Palm Beach County: \_\_\_\_\_  
Date \_\_\_\_\_

LOSS CONTROL PERSONNEL- (signature) \_\_\_\_\_

\*Only top two sections are completed for authorization of vehicle under 8,000lbs. The department supervisor must complete next section if the vehicle is over 8,000lbs.

**III. DEPARTMENT/DIVISION SECTION- To be completed by the immediate supervisor. (please check all that apply)**

Employee will operate vehicles which are classed as follows:

Class D (Non-Commercial License) \_\_\_\_\_

(over 8,000lbs., but under 26,000lbs. w/o endorsements) \_\_\_\_\_

C.D.L. Class A (Combination over 26,000 lbs.) \_\_\_\_\_

C.D.L. Class B (Single over 26,000lbs.) \_\_\_\_\_

C.D.L. Class C (Single over 8,000 w/endorsements) \_\_\_\_\_

C.D.L. Air Brake Endorsement \_\_\_\_\_

C.D.L. Passenger Transport Endorsement \_\_\_\_\_

C.D.L. Tank Vehicle Endorsement \_\_\_\_\_

C.D.L. Hazardous Materials Endorsement \_\_\_\_\_

Other vehicles/equipment (BE SPECIFIC): \_\_\_\_\_

\_\_\_\_\_, has been trained and road tested on all of the above vehicles/equipment and has met the qualifications for operating the same. A Training Form and Road Test form has been completed and is maintained in our department files.

Supervisor signature \_\_\_\_\_ Date \_\_\_\_\_

**IV. RISK MANAGEMENT/LOSS CONTROL**

All information has been received; employee is authorized to operate the above stated vehicles/equipment. \_\_\_\_\_  
Date \_\_\_\_\_

Risk Management Personnel

11/15/90

Original Loss Control      Canary: Department      Pink: Personnel

COUNTY FORM 009

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
DIRECT PAYMENT VOUCHERS**

VOUCHER NO.

VENDOR NAME			
VENDOR ADDRESS			
VENDOR CITY			DATE
VENDOR STATE; ZIP			VENDOR #

PURPOSE	ACCOUNT NUMBER	AMOUNT

**AUTHORIZED USES**

**THIS FORM IS TO BE USED TO AUTHORIZE DIRECT PAYMENT BY FINANCE FOR THOSE ITEMS LISTED IN COUNTYWIDE PPM # CW-L-035.**

**APPROVAL**

DEPARTMENT	DIVISION
SIGNATURE	TITLE



**EXHIBIT C – PALM BEACH COUNTY PPM # CW-O-052**

**TO:** ALL COUNTY PERSONNEL  
**FROM:** ROBERT WEISMAN  
COUNTY ADMINISTRATOR  
**PREPARED BY:** COUNTY ATTORNEY'S OFFICE  
**SUBJECT:** OUTSIDE COUNSEL CONFLICTS OF INTEREST  
**PPM #:** CW-O-052

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**ISSUE DATE**  
October 5, 1993

**EFFECTIVE DATE**  
October 5, 1993

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**PURPOSE:** The purpose of this memorandum is to establish the Board of County Commissioners' policy regarding actual and potential conflicts of interest of outside counsel representing Palm Beach County.

**UPDATES:**

Future updates of PPM #CW-O-052 are the responsibility of the County Attorney.

**AUTHORITY:**

Rule 4-1.7, Rules Regulating the Florida Bar.

**POLICY:** The policy of Palm Beach County is to eliminate and limit conflicts of interest by outside counsel in order to prevent the occurrence of all adverse conflicts, resolve any conflicts that may otherwise arise during representation, and to provide a procedure to waive and consent to apparent conflicts of interest which would not adversely affect the interests of Palm Beach County.

Rule 4-1.7 of the Rules Regulating the Florida Bar prohibits a lawyer from representing a client "if the representation of that client will be directly adverse to the interests of another client, unless:

1. The lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and
2. Each client consents after consultation."

Under Rule 4-1.7 it is the responsibility of the lawyer to determine if undertaking the representation of a client constitutes a conflict of interest.

Any lawyer<sup>1</sup> undertaking representation of Palm Beach County shall not represent any other client with regard to any litigation or other adversary proceeding in which Palm Beach County, a County Commissioner or a county employee (acting in their capacity as a county employee) is named as an adverse party. If a lawyer representing Palm Beach County becomes aware of a conflict, such lawyer shall immediately notify the County Attorney in writing of the circumstances of such conflict of interest and the action which the lawyer is taking to resolve such conflict.

All law firms which are participating in the bond counsel rotation as selected by the Board of County Commissioners are precluded from serving as underwriter's counsel on any Palm Beach County bond issue during the period for which that rotation is in effect. This prohibition includes all law firms serving as bond counsel for issues in which Palm Beach County is a conduit issuer.

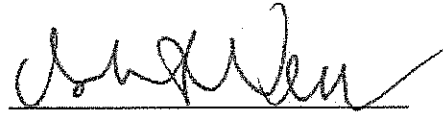
A lawyer representing Palm Beach County who has undertaken, or wishes to undertake, representation of a client who has matters or transactions with Palm Beach County which the lawyer believes will not adversely affect his representation of the County shall apply to the County for a waiver under Rule 4-1.7. Examples of waivable conflicts would include representing clients: who have applications planned or pending for development orders or approvals or other land use review of a quasi-legislative nature; who have routine administrative matters; who are seeking permits from Palm Beach County; who have commenced real property foreclosure actions in which Palm Beach County has been named as a defendant having an obviously subordinate interest in the property; who have applications before the Palm Beach County Value Adjustment Board; and in similar non-adverse matters. To undertake or continue all such undertakings to represent such clients, the lawyer shall obtain a waiver provided herein.

It is the individual lawyer's responsibility to comply with the Standards of Conduct established by the Florida Supreme Court (Rule 3-4.1). The question of whether there is in fact a conflict of interest depends upon whether "the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client" (Rule 4-1.7).

Any lawyer requesting a waiver under Rule 4-1.7 shall identify the prospective client, business association, interest or circumstance, the nature of the work that the attorney may undertake, explain in writing why he believes the concurrent representation will not violate Rule 4-1.7, and furnish a copy of the written consent of such client. If the County Attorney and County Administrator agree that a waiver as to a particular conflict of interest is in the best interest of Palm Beach County, the County Attorney may consent to such waiver on behalf of the Board of County Commissioners; otherwise, the County Attorney may present such request to the Board of County Commissioners for its consideration.

Palm Beach County retains absolute discretion to object to any concurrent representation which results in a conflict of interest.

<sup>1</sup>"Lawyer" as used herein includes the lawyer's law firm, partners and associates.

  
ROBERT WEISMAN  
COUNTY ADMINISTRATOR

**Supersession History:**

1. PPM #CW-O-052, reviewed and current 7/12/11

**COUNTY ATTORNEY'S OFFICE  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/01/11      REQUESTED BY: Amy Petrick      PHONE: 355-2529

CONTRACT AMOUNT:      \$95,000

BCC RESOLUTION#/AGENDA ITEM#: 3D-6 for 9/13/11

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES:**

An Agreement between Palm Beach County and Fisher & Phillips, L.L.P., for legal services defending an individual defendant in an employment discrimination lawsuit styled *Sonia M. Giles v. Palm Beach County et. al.*, Case No. 50 2010 CA 02789 XXX MB AI, in the Fifteenth Circuit Court in and for Palm Beach County, arising from disability discrimination and retaliation claims brought by a Head Start worker against the County and the worker's former supervisor, Dennis Sloat.

TOTAL \$95,000

**BUDGET ACCOUNT NUMBER**

FUND: 5010      DEPT: 700      UNIT: 7130      OBJ: 4511

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM       OTHER

BAS APPROVED BY: \_\_\_\_\_

*Nancy J. Bolton*  
Nancy Bolton

DATE: 9/1/11

ENCUMBRANCE NUMBER:

CERTIFICATE OF LIABILITY INSURANCE

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 Willis Ins. Svcs of CA, Inc. 18101 Von Karman Ave Suite 600 Irvine, CA 92612	CONTACT NAME: PHONE (A/C, No, Ext): 949 885-1200 FAX (A/C, No): 949-885-1225	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:	
INSURED Fisher & Phillips LLP 1075 Peachtree Street NE, Suite 3500 Atlanta, GA 30309	INSURER(S) AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty Co. NAIC # 22829	
	INSURER B: Pacific Insurance Company, Ltd NAIC # 10046	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

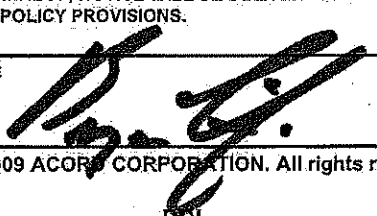
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		CLX1001774	01/01/2011	01/01/2012	See Description
B	Excess Prof Liab		08PF0220921	01/01/2011	01/01/2012	of Operations

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

(See Attached Descriptions)

CERTIFICATE HOLDER  Evidence of Insurance	CANCELLATION 10 Days for Non-Payment.  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 

**DESCRIPTIONS (Continued from Page 1)**

Primary Policy Limits: \$10,000,000 per Claim / \$20,000,000 Aggregate. Deductible: \$225,000

Excess Policy Limits: \$10,000,000 per Claim Excess \$10,000,000 Primary Layer \$20,000,000 Aggregate Excess  
\$20,000,000 Primary Layer.

All coverage and exclusions are subject to the actual policy form and endorsements.

**COUNTY ATTORNEY'S OFFICE  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/01/11      REQUESTED BY: Amy Petrick      PHONE: 355-2529

CONTRACT AMOUNT:      \$95,000

BCC RESOLUTION#/AGENDA ITEM#: 3D-6 for 9/13/11

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES:**

An Agreement between Palm Beach County and Fisher & Phillips, L.L.P., for legal services defending an individual defendant in an employment discrimination lawsuit styled *Sonia M. Giles v. Palm Beach County et. al.*, Case No. 50 2010 CA 02789 XXX MB AI, in the Fifteenth Circuit Court in and for Palm Beach County, arising from disability discrimination and retaliation claims brought by a Head Start worker against the County and the worker's former supervisor, Dennis Sloat.

**TOTAL \$95,000**

**BUDGET ACCOUNT NUMBER**

FUND: 5010      DEPT: 700      UNIT: 7130      OBJ: 4511

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM       OTHER

BAS APPROVED BY: Nancy J. Bolton      DATE: 9/1/11  
Nancy Bolton

ENCUMBRANCE NUMBER: