

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2013 **Consent** **Regular**
 Workshop **Public Hearing**

Submitted By: COUNTY ADMINISTRATION

Submitted For:

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with the Legal Aid Society of Palm Beach County, Inc. totaling \$100,000 for the period of January 1, 2013 through December 31, 2013 for the Wage Dispute Project.

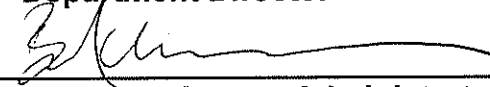
Summary: On December 4, 2012, the Board adopted a Resolution (R-2012-1857) establishing a policy that Palm Beach County condemns the denial of lawful wages to an employee and a procedure for victims of wage theft to recover back wages through a contractual wage recovery program administered by the Legal Aid Society of Palm Beach County. This funding covers 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. Employees Kimberly Rommel-Enright and Vicki Tucci of Legal Aid Society of Palm Beach County, Inc., serve on a County Advisory Board, the PBC HIV CARE Council. The Care Council provides no regulation, oversight, management, or policy-setting recommendations regarding the contract listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. Countywide (DO)

Background and Justification: On December 4, 2012, the Board adopted a Resolution (R-2012-1857) establishing a policy that Palm Beach County condemns the denial of lawful wages to an employee and a procedure for victims of wage theft to recover back wages through a contractual wage recovery program administered by the Legal Aid Society of Palm Beach County. As directed by the Board on December 4, 2012, Staff met with the representatives from Legal Aid, People Engaged in Active Community Efforts (PEACE) and the business community to discuss the proposed contract. The parties were able to agree that The Wage Dispute Project will assist Palm Beach County residents with the collection of unpaid and/or underpaid wages. The contract includes deliverables, deadlines, benchmarks and reporting requirements for the wage dispute program. This program and its funding shall be re-evaluated in a year. Additionally, the Wage Dispute Project will utilize the Fifteenth Judicial Circuit's Wage Dispute Docket and Wage Dispute Division created by Administrative Order No. 3.907-12/12 on December 19, 2012 in order to increase the fair, effective and efficient resolution of these disputes in the court system.

Attachments:

- 1. Contract
- 2. Resolution (R-2012-1857)
- 3. Administrative Order No. 3.907-12/12
- 4. Wage Dispute Intake Form

Recommended By: _____
Department Director Date

Approved By:  _____
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____
Operating Costs	100,000	_____	_____	_____
External Revenues	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	100,000	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 0001 Department 740 Unit 7601
 Object 3401 Reporting Category _____

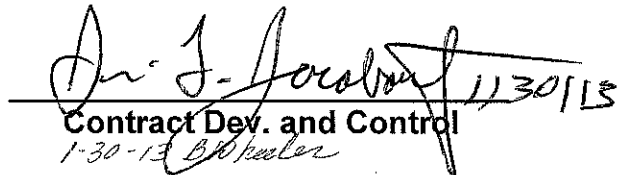
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

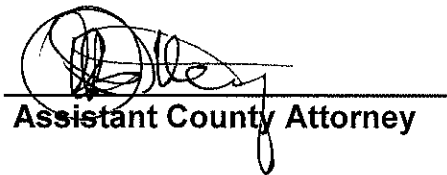
III. REVIEW COMMENTS

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


 OFMB
 1/23/13
 pwr 1/22


 Contract Dev. and Control
 1-30-13
 B. Wheeler

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

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

Whereas the AGENCY has proposed providing certain services; and

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 – SCHEDULE

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

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

ARTICLE 3 - PAYMENTS

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

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

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

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

ARTICLE 4 - AVAILABILITY OF FUNDS

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

ARTICLE 5 - INSURANCE

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

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

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

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

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - SUCCESSORS AND ASSIGNS

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

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

ARTICLE 8 – WARRANTIES AND LICENSING REQUIREMENTS:

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

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

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

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

ARTICLE 9 - NONDISCRIMINATION

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

ARTICLE 10 - REMEDIES

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

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.

D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan in Exhibit A is adhered to. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

E. Reimburse funds to COUNTY that are deemed misused or misspent.

ARTICLE 12 – ACCESS AND AUDIT REQUIREMENTS

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

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

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

ARTICLE 13 - CONFLICT OF INTEREST

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

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

ARTICLE 14 - DRUG-FREE WORKPLACE

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

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

ARTICLE 15 - AMERICANS WITH DISABILITIES (ADA)

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - SUBCONTRACTING

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

ARTICLE 19 - PUBLIC ENTITY CRIMES

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

ARTICLE 20 - EXCUSABLE DELAYS

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

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

ARTICLE 21 - ARREARS

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

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

ARTICLE 23 - TERMINATION

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

Stop work on the date and to the extent specified.

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

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

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

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

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Steven L. Abrams, Mayor

WITNESS:

[Handwritten Signature]
Signature

MICHAEL F. SPILLANE
Name Typed Michael F. Spillane

59-6046994
AGENCY's Federal ID Number

AGENCY:

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

BY: *[Handwritten Signature]*
Signature

Robert Bertisch
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
CONDITIONS
LEGAL SUFFICIENCY**

[Handwritten Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND

Office of Equal Opportunity
By: *[Handwritten Signature]*
Pamela Guerrier, Director

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

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

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

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

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

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

Clients Served:

Palm Beach County residents

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

Potential Client Contacts Legal Aid
Society

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

LAS Intake Appointment,
Investigation, and Denial of WDP
Services

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

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

Acceptance, Demand Letter, Pre-
Settlement and Mediation

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

Pretrial Conference and Hearing

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

THE WAGE DISPUTE PROJECT REPORT

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

Submitted By:

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

Time Period Measured:

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

RESOLUTION NO. R-2012-1857

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

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

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

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

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

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

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

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

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

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

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

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

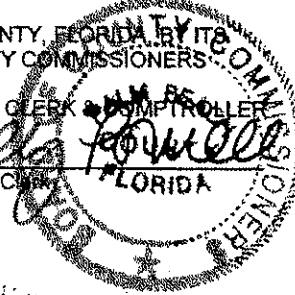
Section 3. The BCC shall provide funding to the LAS program as necessary which, at the outset, shall be \$100,000 for one (1) year, subject to review and extension at the end of that year. This funding shall cover the salary and benefits of the staff attorney assigned to the program together with the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

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

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

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

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



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ADMINISTRATIVE ORDER NO. 3.907-12/12

IN RE: PALM BEACH COUNTY WAGE DISPUTE DOCKET/
AND CREATION OF "WD" DIVISION

Palm Beach County and Legal Aid Society of Palm Beach County have entered into an agreement in an effort to assist those individuals in disputes regarding unpaid wages. In order to increase the fair, effective, and efficient resolution of these disputes, a specialized docket is hereby created and one Judge shall preside over this docket.

NOW, THEREFORE, pursuant to the authority conferred by Florida Rule of Judicial Administration 2.215, it is **ORDERED** as follows:

1. The Administrative Office of the Court's Technology Department shall create Division "WD" and all Wage Dispute cases within the small claims jurisdiction of the court shall be assigned to this Division.
2. Pursuant to Administrative Order 3.606, the Plaintiff is required to file a Civil Cover Sheet for all newly filed County Civil Cases. The Clerk and Comptroller shall review the Civil Cover Sheet to determine if a case is a small claims wage dispute, and if so, the Clerk and Comptroller shall assign the case to Division "WD". In the event a case is identified as a small claims wage dispute and the case was not assigned to Division "WD", the divisional judge may prepare an Order of Reassignment to the Wage Dispute Division.
3. At the time of filing, if the case is filed by a pro-se litigant, the Clerk and Comptroller shall provide the litigant with a copy of the attached handout (in English, Spanish or Creole) referring the litigant to the Legal Aid Society of Palm Beach County.
4. A County Judge will preside over this docket and hearings shall take place at the Palm Beach County Courthouse on the last Friday of each month, subject to change by the presiding Judge, beginning at 9:30 a.m. Additional docket sessions will be scheduled depending on the volume of cases.
5. The Alternative Dispute Resolution Office shall work with the volunteer mediators to identify a team of mediators to coordinate and attend pre-suit mediation and to appear during pretrial hearings to assist in the resolution of these cases.

6. The Administrative Office of the Court, in collaboration with the Legal Aid Society of Palm Beach County, will facilitate collection and maintenance of the statistical data for the program. In addition to tracking the number of cases assigned to the Division, number of cases scheduled for hearing, and court disposition, a record of the funds recovered shall be maintained on a monthly basis.
7. In the event that the presiding judge in Division WD determines that the circumstances of any particular case assigned to Division WD indicate that the case would be appropriate for transfer to a regular civil division, the judge will direct the Clerk and Comptroller to randomly reassign that case.

19 **DONE and SIGNED**, in Chambers, at West Palm Beach, Palm Beach County, Florida, this day of December, 2012.



Peter D. Blanc
Chief Judge

Our Mission

Legal Aid's Wage Theft Project serves all victims of wage theft in Palm Beach County. Our goal is to provide high quality, free legal services to all employees that are owed wages by their employers, either due to non-payment or underpayment.



Legal Aid Society
of
Palm Beach County, Inc.

Contact Legal Aid's Wage Theft Project

Office Hours
Monday—Friday
9:00 am – 5:00 p.m.
Evenings by appointment.
Voice mail available 24/7,
including holidays,
with instructions
in both English and Spanish.

Wage Theft Hotline
(561) 655-8944 x 358

Legal Aid Society
of
Palm Beach County,
Inc.



Wage Theft Project

*423 Fern Street, Ste 200
West Palm Beach, FL
33401
Call: (561) 655-8944 x 358*

Wage Theft

What is Wage Theft?

“Wage theft” refers to the nonpayment or underpayment of wages. Wage theft typically occurs when workers do not receive the required minimum wage or overtime wages; when employers cheat workers out of hours, or force workers to work off the clock; not pay workers their final paycheck; misclassify employees as independent contractors to avoid paying minimum wage and overtime; or not pay workers at all.

All workers have a legal right to the wages they have earned, regardless of status.

The Legal Aid Society will work closely with the Palm Beach County State Attorney’s Office to address egregious cases of wage theft and intimidation and threats against workers making claims.

Who can be a victim of Wage Theft?

Wage theft typically affects hourly and piece rate workers, and is prevalent in many of the low-wage service industries that make up the backbone of the South Florida economy, such as plant nurseries, hotels and restaurants, day labor, domestic work, and the retail industry. Although it disproportionately affects low-wage workers and immigrant workers, the impact is felt by all workers. When unscrupulous employers get away with stealing wages of certain workers, they are getting an unfair advantage over honest competitors, driving down standards for all workers. Wage theft affects the community too because it denies workers their livelihood and support for their families, and impacts the local economy.

Services the Legal Aid Society’s Wage Theft Project Provides

Simply call (561) 655-8944 Ext. 358 if you are an employee who has been a victim of wage theft. An appointment will be scheduled with you for an intake, where we will obtain the necessary information to determine if you have been a victim of wage theft, and the amount you are owed. The following information will be a useful guide to assist us with pursuing your claim for unpaid or underpaid wages:

- Your name
- Your address and phone number (so that we may contact you)
- The name of the employer where you work(ed)
- Location of the employer, and where you performed work (this may be different from where you worked)
- Phone number of the employer
- Supervisor, manager or owner’s name (who should we address)
- The type of work you did
- How and when you were paid (i.e. cash or check, every Friday)
- How much money you are owed, and
- Any additional information that you can provide such as copies of pay stubs, personal records of hours worked, or other information on your employer’s pay practices are helpful

All services are free and confidential, regardless of whether you are documented or not, and there are no qualifying criteria. Anyone residing in Palm Beach County that has been a victim of wage theft qualifies for assistance.

In cases where the Legal Aid Society is unable to assist you directly, every effort will be made to refer you to the appropriate agency, organization or private attorney for assistance with your claim for wages.

Some Frequently Asked Questions

Some people at my job don’t speak English and they want to talk to you.

We can help by providing staff members that are fluent in some languages (e.g. Spanish and Creole). We also have available a language interpretive service which can assist with translation in many other languages.

I haven’t worked for this employer for a while. How long do I have to file a complaint?

The FLSA contains a two-year statute of limitations (three years for willful violations). This means that any part of a back wage claim which was earned more than two years before a federal court lawsuit is filed may not be collectible. There are also specific time limitations for filing civil lawsuits to receive unpaid wages. Therefore, in order to ensure we can complete our investigation before the statute of limitation expires, employees should contact the Legal Aid Society as soon as possible.

Contact Legal Aid’s

Wage Theft Project

Monday to Friday

9:00 am – 5:00 pm

Evenings by appointment

Voice Mail 24/7 with instructions
in both English and Spanish.

Hotline Number (561) 655-8944 x 358

Nuestra Misión

El proyecto de robo de sueldo de Legal Aid ayuda a todas las víctimas de robo de sueldo del condado de Palm Beach. Nuestro propósito es proveer servicio gratuito de alta calidad a todos los trabajadores a quienes los empleadores le deben sueldo, no importa si es por reducción de sueldo o falta de pago del sueldo.



Legal Aid Society
of
Palm Beach County, Inc.

Para ponerse en contacto con el Proyecto Contra el Robo de Sueldo de Legal Aid

Los horarios de oficina
son de lunes a viernes
9:00 am – 5:00 p.m.
Después de las 5:00 p.m. con cita,
Voice Mail disponible 24/7,
incluyendo días festivos,
con instrucciones en inglés y
español.

*Línea de emergencia por robo de
sueldo:*

(561) 655-8944 x 358

Legal Aid Society
of
Palm Beach County,
Inc.



El Proyecto Contra Robo de Sueldo

423 Fern Street, Ste 200
West Palm Beach, FL
33401
Contacto: (561) 655-8944
x 358

El Proyecto Contra Robo de Sueldo

Qué es robo de sueldo?

"Robo de sueldo" se refiere a falta de pago o pago insuficiente de sueldo. Robo de sueldo sucede típicamente cuando los trabajadores no reciben el sueldo mínimo requerido o el pago de sobretiempo, cuando patrones no pagan todas las horas, u obligan a los trabajadores a trabajar después de sus horarios, no pagan a los trabajadores el cheque final, clasifican erróneamente a los trabajadores como contratistas independientes para evitar pagar salario mínimo o sobretiempo, o no pagan nada a los trabajadores. ***Todos los trabajadores tienen un derecho legal a los sueldos que han ganado, no importa cuál sea su estado legal.*** Legal Aid Society trabajará asiduamente con la Oficina de la Fiscalía del Condado de Palm Beach para solucionar casos atroces de robo de sueldo e intimidación y amenazas en contra de trabajadores que registran demandas.

Quién puede ser víctima de robo de sueldo?

El robo de sueldo típicamente afecta a trabajadores que son pagados por hora o por trabajo a destajo, y es prevalente en muchas de las industrias de servicio de bajo sueldo que constituye la columna vertebral de la economía del sur de la Florida, de los cuales viveros, hoteles y restaurantes, jornaleros, servicio doméstico, y venta al por menor son los más comunes. Aunque afecta de manera desproporcionada a trabajadores de bajo sueldo y a inmigrantes, todos los obreros sienten el impacto. Cuando patrones inescrupulosos no son castigados por robar los salarios de ciertos trabajadores, ellos están logrando una ventaja injusta sobre competidores honestos. El robo de sueldo afecta también a la comunidad porque niega a los trabajadores su subsistencia y el apoyo para sus familias, y afecta la economía local.

Servicios que provee el Proyecto Contra el Robo de Sueldo de Legal Aid Society

Sencillamente llame al (561) 655-8944 x 358 si usted es un empleado que ha sido víctima de robo de sueldo. Se fijará una cita con usted para una entrevista de admisión en la cual obtendremos la información necesaria para determinar si usted ha sido una víctima de robo de sueldo, y la cantidad que le deben. La siguiente información será una guía útil para ayudarnos a seguir adelante con la demanda por sueldos que no se han pagado:

- Su nombre
- Su dirección y número de teléfono (para que podamos ponernos en contacto con usted)
- El nombre del patrón donde usted trabaja (o trabajó)
- Lugar en que se encuentra el patrón, y lugar en que realizó el trabajo (esto puede ser diferente al sitio de empleo).
- Número de teléfono del patrón
- Supervisor, manager o nombre del dueño (a quien nos dirigimos)
- Tipo de trabajo que usted hizo
- Cuando y cómo le pagaron (por ejemplo, en efectivo o cheque, cada viernes)
- Cuanto dinero le deben, y
- Cualquier información adicional que usted pueda proporcionar tal como copias de talones de cheques, constancia personal de las horas que trabajó, o cualquier otra información sobre la práctica de pago del patrón que pueda ser de ayuda.

Todos los servicios son gratuitos y confidenciales, sin que importe que usted tenga documentos o no, y no hay normas para ser calificado. Cualquier persona que reside en el Condado de Palm Beach y que ha sido víctima de robo de sueldo está calificada para recibir ayuda.

En casos en que Legal Aid Society sea incapaz de ayudarle directamente, todo esfuerzo será hecho para referirlo a la agencia que corresponde, a organización o abogado privado, para que le ayuden a reclamar sus salarios.

Algunas preguntas que se hacen con frecuencia

Algunas personas en mi trabajo no hablan inglés y quieren hablar con usted.

Podemos ayudarle con personal que habla fluidamente algunos idiomas (por ejemplo, español y creole). También tenemos a nuestra disposición un servicio de interpretación de idiomas que puede asistirle con la traducción en muchos idiomas adicionales.

No he trabajado para este patrón por un tiempo. ¿Cuánto tiempo tengo para registrar una demanda?

FLSA contiene una ley de prescripción de dos años (tres años por quebrantamientos intencionales). Esto significa que cualquier parte de una demanda por pago de sueldos por los cuales se trabajó dos años antes de que se registre una demanda legal en tribunales federales no se podría cobrar. Hay también limitaciones específicas de tiempo para registrar demandas legales civiles para recibir sueldos que no se han pagado. Por lo tanto, para poder asegurar que podremos completar nuestra investigación antes del vencimiento de la ley de prescripción, los empleados deberían ponerse en contacto con Legal Aid Society tan pronto como sea posible.

Para ponerse en contacto con el Proyecto Contra el Robo de Sueldo de Legal Aid

Los horarios de oficina son de lunes a viernes,
9:00 a.m. – 5:00 p.m.

Después de las 5:00 p.m. con cita.

Voice Mail disponible 24/7,
incluyendo días festivos, con instrucciones en inglés y español.

Línea de emergencia por robo de sueldo: (561) 655-8944 x358

Misyon Nou

Projè Vòl Salè nan Sosyete Èd Legal sèvi tout victim Vòl Salè nan Konte Palm Beach. Objektif nou se pou bay bon kalite sèvis legal ki gratis pou tout anplwaye ki sipose re-sevwa salè nan men anplwayè yo, poutèt yo pa peye nou kòb yo dwe nou, oswa poutèt yo pa peye nou ase.



Legal Aid Society
of
Palm Beach County, Inc.

Pou Kontakte Pwojè Èd Legal pou Vol Salè

Lè Biwo Ouvè se
Lendi a Vandredi
9:00 a.m. – 5:00 p.m.
Aswè sou randevou.
Voice Mail disponib 24/7,
Jou fèt yo ladanl,
Ak enstriksyon
An Anglè e Espayòl.

*Telefòn aksè direk pou Vol Salè:
(561) 655-8944 ekst. 358*

Legal Aid Society
of
Palm Beach County,
Inc.



Pwojè Èd Legal pou Vol Salè

*423 Fern Street, Ste 200
West Palm Beach, FL 33401
Rele: (561) 655-8944
ekst. 358*

Vol Salè

Ki sa Vol Salè ye?

"Vol Salè" vle di pa peye salè ou mal peye salè. Vol Salè konn rive lè travayè yo pa resevwa salè minimòm yo mande a ou salè pou tan siplemantè yo, lè bòs travay volè èd tan travayè yo, ou fòse travayè yo travay lè yo finn pontche, pa peye travayè yo dènye chèk yo, fè ekspres klasifye anplwaye yo kòm kontraktè endepandan poutèt pou yo pa peye salè minimòm ak tan siplemantè, oubyen pa peye travayè yo ditou. *Tout travayè yo gen dwa legal a salè yo lè yo fin travay, nenpòt ki estati legal yo genyen.* Sosyete Èd Legal la ap travay ankolaborasyon ak Biwo Komisè Gouvènman nan Konte Palm Beach la pou adrese ka flagan vol salè yo ak entimidasyon ak menas kont travayè yo kap fè reklamasyon yo.

Kilès ki ka victim vol salè?

Vol Salè konn afekte travayè ki touche pa lè ak travayè ki touche sou valè moso yo fè e nou jwen sa anpil nan sèvis endistri ki peye ti kraze kòb yo ki konsidere kòm zo do ekonomi Sid Florid la, tankou travay nan jaden plant ak flè, otèl ak restoran, travay jounalye, travay lakay, ak travay kote yap vann an detay se yo ki pi kouran. Byenke sa afekte travayè ki touche yon ti kraze kòb yo ak travayè imigran yo nan yon fason ki pa menm, se tout travayè ki santi enpak la. Lè travay san konsyans yo volè salè kèk travayè san yo pa kenbe yo, yo jwen yon avantaj ki pa jis sou lòt konpetitè onèt yo, konsa yo desann estanda tout lòt travayè. Vol Salè afekte kominote a tou paske li refize travayè yo dwa pou sibzistans yo ak sipò pou fanmi yo, epi sa fè efè sou ekonomi lokal la.

Sèvis yo ke Pwojè Sosyete Èd Legal pou Vol Salè Bay

Sèlman rele (561) 655-8944 ekst. 358 si w se yon anplwaye ki te viktim vol salè.

Yap ba w yon lè randevou pou fè rapò a, kote nap jwen enfòmasyon nesèsè pou detèmine si w te viktim de vol salè, e konyen yo dwe w. Enfòmasyon kap vin la yo ap yon bon gid pou ede nou rapouswiv reklamasyon w lan pou salè yo pa peye w ou mal peye w yo.

- Non ou
- Adrès ou ak nimewo telefòn (pou nou ka kontakte w)
- Non plas travay kote ou (te) travay la)
- Lokasyon travay la, ak ki kote ou te fè travay la (sa ka diferan de kote ou te travay)
- Telefòn travay la
- Supèvisè, Manager ou non Pwopriyetè a (ak ki moun nou dwe pale)
- Jan de travay ou te fè
- Kijan ak kilè yo te peye w (sa vle di: kach ou chèk, chak Vandredi)
- Konbyen lajan yo dwe w, epi
- Nenpòt enfòmasyon anplis ke w ka bay tankou kopi resi chèk yo, dosye pèsonèl de lè yo ou te travay, ou lòt enfòmasyon sou jan bòs travay ou abitye peye w ap itil.

Tout sèvis yo gratis e konfidansyèl, ke w gen papye legal ou non, epi pa gen kritè pou w kalifye. Nenpòt moun ki abite nan Konte Palm Beach la ki te viktim de vol salè kalifye pou asistans.

Nan ka yo kote Sosyete Èd Legal pa kapab ede w direkteman, yap fè tout efò pou refere w a ajans apwopriye a, òganizasyon ou avoka prive pou ede w nan reklamasyon salè w la.

Kesyon yo poze souvan yo

Kèk moun nan travay mwen an pa pale Anglè e yo vle pale avè w.

Nou ka ede w jwen moun nan travay la ki pale kouraman kèk lang (pa egzanp. Espayòl ak Kreyòl). Nou genyen tou disponib yon sèvis entèprèt pou lang ki ka ede w ak tradiksyon nan anpil lòt lang.

Pandan yon bon bout tan mwen pa te travay pou bòs sa. Konbyen tan m genyen pou ranpli pou yon konplèt?

FLSA genyen jiska de (2) zan tan limit dapre la lwa (twa zan pou vyolasyon ekspres yo). Sa vle di ou pa ka kolekte nenpòt pati nan reklamasyon salè ke yo te dwe w ke w te travay pou li si sa gen plis ke de (2) zan pase avan ke yon pwosè federal te ranpli. Genyen tou tan limit espesifik pou ranpli pou pwosè sivil pou salè yo pa peye w. Konsa, poutèt pou asire nou ka konplète envestigasyon nou an avan tan limit la lwa bay la ekspire, anplwaye yo dwe kontakte Sosyete Èd Legal la osivite ke posibil.

Pou kontakte Pwojè Èd Legal pou Vol Salè

**Lè Biwo Ouvè se Lende a Vandredi
9:00 a.m. – 5:00 p.m.
Aswè sou randevou**

Voice Mail disponib 24/7, jou fèt yo ladanl, ak enstriksyon an Anglè e Espayòl.

**Telefòn aksè direk pou Vol Salè:
(561) 655-8944 ekst. 358**

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

WAGE DISPUTE INTAKE

ATTACHMENT #
Page 1 of 5

Intake Date: _____ By: _____ Case Type: WAGE DISPUTE/WAGE & HOUR/FLSA

Referred by: _____

BASIC CLIENT INFORMATION

Name: _____
Last First Middle

Are you known by any other name(s)? _____

Date of Birth: _____ Race (check one) Asian or Pacific Islander _____; Hispanic _____;
Black (not Hispanic) _____; White (Not Hispanic) _____;
Native American _____; Organization/Group _____;
Haitian Creole _____; X _____; O _____

Address: _____
Street City State Zip Code

Phone: _____
Home Cellular Work

Alternative Contact: _____
Name Relationship Contact Information

Email Address: _____

Social Security Number: _____

Income (Either Annual, Monthly, Bi-weekly or Weekly): _____

Family Size: _____

BASIC EMPLOYER INFORMATION

Name of Employer (in relation to wage claim): _____

Address: _____
Street City State Zip Code

Phone: _____

Type of Business: _____

Location(s) where you work(ed): _____

Name(s), Title(s) and Contact Number(s) of Superiors/Bosses: _____

Your Job Title: _____

Approximate number of employees with your job title or similar duties: _____

Briefly describe your primary job duties and responsibilities: _____

Date of employment (in relation to wage claim) start: _____ end: _____

How did the job end? (i.e. finished, quit, terminated etc.) _____

Are you a member of a union or does your employer have a union? Yes _____ No _____

Are you presently employed? Yes _____ No _____

If yes, and if your current employer is different than the employer directly connected to wage claim (above), please provide current employer's name, address and your job title, otherwise put N/A.

WAGE INFORMATION

Were/have you been paid for all your hours worked? Yes _____ No _____

If no, how many hours of pay are you currently owed by your employer? _____

What **schedule**, if any, did worker **agree to**? (i.e. 8am-4pm, M-F) _____

What is the average/typical number of hours you work/worked per week? _____

Are you paid (Please check applicable): Hourly _____ Salary _____ Other _____

How are you paid? (Please check applicable): Check ___ Cash ___ Direct Deposit ___ Debit Card ___ Other _____

What is your regular/base rate of pay that **employer promised to pay**: _____

(Check applicable) per : Hour _____ Week _____ Month _____ Piece _____

How often promised to pay (i.e. Fridays) and **how** (i.e. cash)? _____

How is/was your time tracked or recorded? (Check applicable)

Time Clock ___ Computer ___ Written ___ No Record ___ Other ___ (please attach)

What reason(s) were/have you been given for not yet being paid for all work performed by you for your employer?

ATTACHMENT 4
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OVERTIME INFORMATION (Fill in if applicable otherwise put N/A)

Are/were you paid overtime (time and one half) for hours worked in excess of 40 in one workweek?

Yes _____ No _____

If no, how were you paid for the hours worked in excess of 40 in any one workweek? (Check applicable)

Not at all _____ Straight time _____ Comp time (time off) _____ Other _____

If you have not been paid time and one half for hours worked over 40 in any one workweek what reason(s) have you been given for this? (Check all that apply):

You are exempt _____

You are paid a salary _____

You are a manager, assistant manager or supervisor _____

You didn't get permission or approval in advance _____

You are an independent contractor _____

Your employer cannot afford it _____

You will get a "bonus" or some extra pay or time off later _____

Other reason(s) (explain) _____

If you were paid for your overtime, are your bonuses, shift differential and/or other incentive pay included when your employer calculates your overtime pay rate? Yes _____ No _____ Don't Know _____

JOB CHARACTERISTICS

Have you ever worked through your lunch or other break periods?

Lunch/Break Pay Yes _____ No _____

Have you ever worked "off the clock" without getting paid for this time?

Work off the clock Yes _____ No _____

Have you been told to report fewer hours than you actually worked?

Yes _____ No _____

Have you ever been given time off instead of overtime? Yes _____ No _____ ATTACHMENT 4
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Additional Information or Comments: _____

OTHER INFORMATION

Have you **already attempted** to recover money owed? If so **how** and what was the **outcome**? _____

Have you made a complaint about your situation to any governmental agency? Yes _____ No _____

If yes, provide the name of agency, date you made the complaint, and the final result, if any, of your complaint: _____

Are any other employees involved in wage theft/wage and hour issues? Yes _____ No _____

If yes, provide names, addresses (if known), and their relationship to you, if any: _____

Do you have any documents that could help explain/support your situation? Yes _____ No _____

If yes, list these documents and their dates: _____

Are there any other documents that you do not have access to that could be of assistance? Yes _____ No _____

If yes, list those documents and their dates/locations (if known): _____

Describe how this situation has impacted you: _____

Have other attorneys worked on this matter? Yes _____ No _____

If yes, provide name(s), addresses, and a brief description of their involvement: _____

Applicant's Signature: _____ Date: _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/ SHE MUST FILL IN THE BLANKS BELOW: [fill in all blanks] I, {full legal name and trade name of non-lawyer} _____ a non-lawyer, located at {street} _____, {city} _____, {state} _____, {phone} _____, helped {name} _____, who is the {Petitioner; Respondent}, fill out this form.

