

HUMAN SERVICES FUNDING AGREEMENT
FOR LEGAL AID SERVICES

Legistar ID Number: 21-1117A

THIS AGREEMENT (Agreement), effective upon the date last entered below, is entered into by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**COUNTY**,” and **GULFCOAST LEGAL SERVICES, INC.**, a non-profit Florida corporation, hereinafter called “**GULFCOAST**.”

W I T N E S S E T H:

WHEREAS, pursuant to Section 28.2401, Florida Statutes, providing for service charges in probate matters; Section 28.241, Florida Statutes, providing for filing charges for trial and appellant procedures; and Section 34.041, Florida Statutes, providing for charges and costs of county courts, the County is authorized to impose service charges for the filing of civil suits, actions, and proceedings in amounts in excess of those specifically provided in said Sections, in order to support legal aid services within such county; and

WHEREAS, Pinellas County created Section 46-32, Pinellas County Code, to impose the service charges specified in Sections 28.2401, 28.241 and 34.041, Florida Statutes; and authorized an increase for establishing and maintaining the legal aid services; and

WHEREAS, Section 46-28(b), Pinellas County Code, provides that the Board of County Commissioners shall budget from the general revenue fund such additional funds as shall be deemed necessary by it to provide such legal aid services; and

WHEREAS, the Florida Legislature created Section 939.185, Florida Statutes, to allow counties to adopt an ordinance providing for an additional \$65.00 fee on court costs in criminal

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cases, twenty-five percent (25%) of which must be allocated to assist funding of legal aid programs; and

WHEREAS, the Board of County Commissioners has created Section 46-32, Pinellas County Code, in order to impose this additional court cost; and

WHEREAS, the Clerk of the Circuit Court of Pinellas County is authorized to disburse and apportion filing fees collected each month to **GULFCOAST**; and

WHEREAS, **GULFCOAST** has agreed to allocate 25 percent of funds it receives pursuant to this Agreement for the administration of the pro bono services programs in the North and South sections of the County through Bay Area Legal Services, Inc. and the Community Law Program, Inc.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.**

The above WHEREAS statements are incorporated into and made a part of this Agreement.

2. **Scope of Services.**

a. **GULFCOAST** shall perform legal aid services for qualified persons within the County, including, but not limited to:

i. Timely legal aid services, free legal counsel, advice, education, assistance, and representation in court to qualified persons within the County.

ii. Legal representation in civil litigation and administrative proceedings.

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- iii. Legal aid services provided at locations across Pinellas County to ensure geographically diverse access to both North and South County residents. **GULFCOAST** will provide a list of County-wide locations where services can be accessed throughout the year along with the types of services available at the location.
- b. **GULFCOAST** must be staffed with sufficient attorneys to meet the needs of the population in North County and South County, respectively.
- c. **GULFCOAST** will work with the **COUNTY** to develop and enhance outcomes and success measures for legal aid services.
- d. **GULFCOAST** shall distribute and act as lead agency for designated funds allocated for services by Community Law Program, Inc., and Bay Area Legal Services, Inc., both offering legal aid services to qualified persons within the **COUNTY**.
 - i. **GULFCOAST** will facilitate quarterly legal aid coordination meetings between the **COUNTY**, Community Law Program, Inc., Bay Area Legal Services, Inc., and other community partners as determined, in consultation with the **COUNTY**.
 - ii. **GULFCOAST** will maintain sub-agreements with Community Law Program, Inc. and Bay Area Legal Services, Inc., outlining deliverables and expectations for the designated funding allocations. A copy of each of these

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agreements will be provided to the **COUNTY** as established and/or amended.

e. For purposes of this Agreement, “qualified persons” are those residents of Pinellas County who are eligible for legal aid services under **GULFCOAST** legal aid eligibility guidelines.

3. **Term of Agreement.**

The services under this Agreement shall commence on October 1, 2021, and shall continue through September 30, 2022.

4. **Fiscal Non-Funding Clause**

In the event that sufficient budgeted funds are not available for a new fiscal period, the **COUNTY** shall notify **GULFCOAST** of such occurrence, and the affected provisions of this Agreement shall terminate without penalty or expense to the **COUNTY**.

5. **Compensation.**

a. The **COUNTY** agrees to pay **GULFCOAST** an amount not to exceed \$390,900.00 for the services described in Section 2 of this agreement.

b. The **COUNTY** shall pay, following receipt of monthly invoices from **GULFCOAST**, twelve (12) monthly payments of \$32,575.00, with any balance to be paid in the twelfth payment.

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- c. **GULFCOAST** shall submit monthly invoices to the COUNTY no later than thirty (30) days following the end of the month. Following completion of the month of service, the COUNTY shall reimburse to the **GULFCOAST** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the COUNTY may withhold payment until such time as the COUNTY accepts the remedied documentation and/or reports. Remittances shall be made by electronic funds transfer to **GULFCOAST**.
- d. Of the \$390,900.00, **GULFCOAST** shall disburse to Community Law Program, Inc. and Bay Area Legal Services, Inc., an amount not to exceed of \$48,862.50 each per fiscal year, unless otherwise agreed to between **GULFCOAST** and Community Law Program, Bay Area Legal Services and the COUNTY. Such amounts are to be paid in monthly installments of \$4,071.87 each, with any balance to be paid in the twelfth payment.. **GULFCOAST** shall require and maintain appropriate invoices and documentation for payments to any subcontractors.
- e. In the event fees collected in the contract year pursuant to Section 46-32, Pinellas Code of Ordinances, exceed the total amount of this Agreement prior to the end of the term of this Agreement, **GULFCOAST** shall be notified of the amount of excess and the parties shall amend this Agreement to provide the additional funds to **GULFCOAST**.

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6. **Reports.**

a. **GULFCOAST** agrees to submit a quarterly report to the Pinellas County Justice Coordination office. The reports shall include, at a minimum a financial budget and expenditure report, as well as a demographic report for cases handled during the period. The reports must specify data by office location and agency. This submission shall also contain supporting documentation relating to services or expenses incurred to date in accordance with the performance of this Agreement.

b. This report shall be submitted to the **COUNTY** within thirty (30) days following the end of the quarter. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This may include, but is not limited to, additional outcomes and success information, geographic breakdown of service delivery, satisfaction survey, and other program related reports.

c. The **COUNTY** may withhold payment until an adequately complete report, approved by the **COUNTY**, is submitted. The **COUNTY** shall provide an explanation for why a report is not in compliance with this provision.

7. **Monitoring.**

a. **GULFCOAST** will comply with **COUNTY** and departmental policies and procedures.

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- b. **GULFCOAST** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c. **GULFCOAST** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. **GULFCOAST** shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within 10 days of the **GULFCOAST**'s receipt of the monitoring report.
- e. If the **GULFCOAST** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within 10 days of receipt by the **GULFCOAST**.
- f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.
- g. Additionally, **GULFCOAST** shall require in it's subcontracts that Community Law Program, Inc., and Bay Area Legal Services, Inc., comply with the monitoring

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provisions in the Section, as applicable.

8. **Documentation.**

a. **GULFCOAST** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- i. Articles of Incorporation
- ii. **GULFCOAST** By-Laws
- iii. Past 12 months of financial statements and receipts
- iv. Membership list of governing board
- v. All legally required licenses
- vi. Latest agency financial audit and management letter
- vii. Biographical data on the **GULFCOAST** chief executive and program director
- viii. Equal Employment Opportunity Program
- ix. Inventory system – (equipment records)
- x. IRS Status Certification/501 (c) (3)
- xi. Current job descriptions for staff positions
- xii. Match documentation

b. Additionally, **GULFCOAST** shall require in its subcontracts that Community Law Program, Inc., and Bay Area Legal Services, Inc., maintain and provide the above

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documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable.

9. **Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

10. **Termination.**

a. If the **GULFCOAST** fails to fulfill or abide by any of the provisions of this Agreement, **GULFCOAST** shall be considered in material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, **GULFCOAST** shall be given thirty (30) days to cure said breach. If **GULFCOAST** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to **GULFCOAST**.

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b. In the event **GULFCOAST** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, **GULFCOAST** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify **GULFCOAST** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

11. **Non-assignability.**

GULFCOAST shall not assign any right or delegate any duty under this Agreement without prior written consent of the **COUNTY** thereto, and any attempted assignment or delegation of any such right or duty shall be void.

12. **Indemnification.**

GULFCOAST shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the **COUNTY** from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from **GULFCOAST**; or by, or in consequence of, any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of **GULFCOAST**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation

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Law or of any other laws, by-laws, ordinance, order or decree, except only such inquiry or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

13. **Conformity to Law.**

GULFCOAST shall conform to all federal, state and local statutes and ordinances, and any rules and regulations adopted thereunder, in the performance of this Agreement.

14. **Nondiscrimination.**

a. **GULFCOAST** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b. **GULFCOAST** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c. **GULFCOAST** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by **GULFCOAST**.

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15. **Insurance.**

GULFCOAST shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 1, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

16. **Public Records.**

a. **GULFCOAST** acknowledges that the information and data it manages as part of its services may be public record in accordance with Chapter 119, Florida Statutes, and the Pinellas County Public Records policies. **GULFCOAST** agrees that prior to providing services, it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **GULFCOAST** policies, including but not limited to Section 119.0701, Florida Statutes.

b. Specifically, Section 119.0701, F.S. requires that **GULFCOAST**:

- i. Keep and maintain public records required by the **COUNTY** to perform the service.
- ii. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records, or allow the records to be inspected and/or copied within a reasonable time at a cost that does not

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exceed the amount set forth in Chapter 119, F.S., or as otherwise provided by law.

- iii. Ensure that public records that are exempt from public records disclosure requirements, not be disclosed except as authorized by law, for the duration of the contract term and following completion of the contract, if **GULFCOAST** does not transfer the records to the **COUNTY**.
- iv. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of **GULFCOAST**, or keep and maintain public records required by the **COUNTY** to perform the service. If **GULFCOAST** transfers all public records to the **COUNTY** upon completion of the contract, **GULFCOAST** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **GULFCOAST** keeps and maintains public records upon completion of the contract, **GULFCOAST** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

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c. If **GULFCOAST** has questions regarding the application of Chapter 119, F.S., as to its duty to provide public records, contact the Custodian of Public Records at:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org

17. **Entirety.**

This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and there are no understandings, representations or agreements except as provided herein.

18. **Governing Law.**

The laws of the State of Florida shall govern this Agreement.

19. **Agreement Management.**

Pinellas County Human Services designates the following person(s) as the liaison for the

COUNTY:

Justice Coordination Manager
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

GULFCOAST designates the following person(s) as the liaison:

Tammy Greer, Chief Executive Officer
501 First Ave. N, Suite 420
St. Petersburg, FL 33701
727-821-0726 ext. 271

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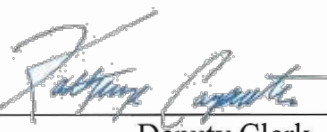
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IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed
on the date last entered below.

ATTEST:

KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA, by
and through its Board of County Commissioners

By: 
Deputy Clerk

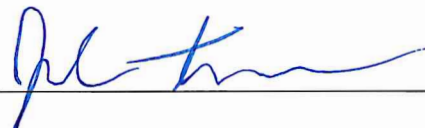
By: 
Chairman


Date: September 9, 2021



ATTEST:

GULF COAST LEGAL SERVICES, INC.

By: 

By: 
Tammy D. Greer
Print Name & Title

Date: August 4, 2021

APPROVED AS TO FORM

By: Matthew Tolnay
Office of the County Attorney

ATTACHMENT 1– INSURANCE

Notice: **GULFCOAST** must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below:

GULFCOAST shall obtain and maintain, All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Prior to providing services, **GULFCOAST** shall email certificate that is compliant with the insurance requirements to Insurancecerts@pinellasCOUNTY.org. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - b) No service shall commence unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate(s) of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
 - c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the **GULFCOAST** and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas **COUNTY** Board of **COUNTY** Commissioners as an Additional Insured.
 - (1) **GULFCOAST** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **GULFCOAST** from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve **GULFCOAST** of this requirement to provide notice.
 - d) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the **COUNTY**.
 - (2) The term "**COUNTY**" or "Pinellas **COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.
 - (4) All policies shall be written on a primary, non-contributory basis.
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ATTACHMENT A – INSURANCE

- (5) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The COUNTY shall have the right, but not the obligation to determine that the GULFCOAST is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by GULFCOAST, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the GULFCOAST to be in default and take such other protective measures as necessary.
 - (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from both the GULFCOAST and subcontractor(s).
- e) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers’ Compensation Insurance

Limit	Florida Statutory
Employers’ Liability Limits	
Per Employee	\$ 500,000
Per Employee	\$ 500,000
Disease Policy Limit	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations	\$ 2,000,000
Aggregate Personal Injury and	\$ 1,000,000
Advertising Injury General Aggregate	\$ 2,000,000

(3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the COUNTY, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

ATTACHMENT A – INSURANCE

Limits

Each Occurrence or	\$ 1,000,000
Claim General	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.