

LEGAL AID SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, 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."

WITNESSETH:

WHEREAS, pursuant to Section 28.2401 providing for service charges in probate matters, Section 28.241 providing for filing charges for trial and appellant procedures, and Section 34.041 providing for charges and costs of county courts, Florida Statutes, each 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 enacted Section 46-28(a), 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 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 twelve and one half percent (12.5%) of funds it receives pursuant to this Agreement for the administration of the pro bono service programs in the North and South sections of the County through Bay Area Legal Services, Inc., and the Community Law Program, Inc., respectively.

NOW, THEREFORE, the Parties agree as follows:

1. **SERVICES**

A. GULFCOAST shall perform legal aid services for qualified persons within the COUNTY seeking such services. Such services shall include, but not be limited to:

(i) Legal aid services that GULFCOAST has been providing to qualified persons within the COUNTY prior to the date of this Agreement;

(ii) Legal representation in civil litigation and administrative proceedings.

(iii) Legal aid services to be provided from a minimum of two office locations that will offer convenient access to clients located in North County and South County.

(iv) Each office location must be staffed with sufficient attorneys to meet the needs of the population in North County and South County, respectively.

B. GULFCOAST shall disburse designated funds allocated for administrative services to Community Law Program, Inc., and Bay Area Legal Services, Inc., both offering legal aid services to qualified persons within the COUNTY.

C. 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.

2. **TERM: 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.

3. **COMPENSATION**

A. The COUNTY shall pay GULFCOAST for each month during the term of this Agreement through the funds received under Section 46-32, Pinellas County Code.

B. The COUNTY shall pay GULFCOAST twelve (12) monthly payments of Thirty Thousand, Two Hundred Thirty-Five and 79/100 Dollars (\$30,235.79) for a total of Three Hundred Sixty-Two Thousand, Eight Hundred Twenty-Nine and 48/100 Dollars (\$362,829.48), upon receipt of monthly invoices from GULFCOAST for legal aid services. The COUNTY shall budget sufficient funds to maintain the funding level for legal aid services for the previous fiscal year.

C. GULFCOAST shall retain the sums paid monthly and shall disburse, pursuant to this Agreement, Forty-Five Thousand, Three Hundred Fifty-Three and 69/100 Dollars (\$45,353.69) to Community Law Program, Inc.; and Forty-Five Thousand, Three Hundred Fifty-Three and 69/100 Dollars (\$45,353.69) to Bay Area Legal Services, Inc. Such payments are to be made in monthly payments of Three Thousand, Seven Hundred Seventy-Nine and 47/100 Dollars (\$3,779.47) each, with the balance paid in the twelfth payment, unless otherwise agreed to between GULFCOAST, Community Law Program and Bay Area Legal Services.

D. GULFCOAST may use any sums received from the COUNTY in excess of the combined disbursements for legal aid services to qualified persons within the COUNTY.

E. GULFCOAST may receive any funds derived from their twenty-five percent (25%) share received, pursuant to Section 46-32, in excess of Three Hundred Sixty-Two Thousand Eight Hundred Twenty-Nine and 48/100 Dollars (\$362,829.48) in one lump sum as requested by GULFCOAST through receipt of a supplemental budget, filed prior to the end of the COUNTY fiscal year. The COUNTY shall provide GULFCOAST an estimate of the amount of excess received from the twenty-five percent (25%) share which amount shall be determined at the end of the COUNTY's fiscal year.

F. The sums to be paid by the COUNTY under this Agreement shall be paid by the twentieth (20th) day of the immediately succeeding month. Remittances will be mailed to Gulfoast Legal Services, Inc., Post Office Box 358, St. Petersburg, FL 33731.

G. The COUNTY may withhold payment of sums due under this Agreement for and during the continuance of any default by GULFCOAST in the performance or observance of its obligations under this Agreement.

4. **REPORTS/RECORDS**

A. GULFCOAST agrees to submit at least quarterly, but no more frequently than monthly, a report to the Pinellas County Justice Coordination office, for the preceding period, which report will be a combined 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. This report shall be submitted to the COUNTY prior to the last working day of the month following the end of the reporting period.

(i) 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.

(ii) The COUNTY may withhold payment for the current reporting period when a report is not submitted prior to the last working day of the month following the end of the previous reporting period.

(iii) Failure of GULFCOAST to submit a report for two (2) consecutive quarters shall constitute a forfeiture of available funding for the current fiscal year.

B. GULFCOAST shall maintain, subject to inspection by the COUNTY:

(i) Records providing details as to legal services, excluding all confidential attorney-client information rendered and as to the information included in the biannual report required to be provided to the COUNTY under Section 4(A), Pinellas County Code;

(ii) Books and other financial records in auditable form and sufficient detail so that a reasonable inspection may determine whether or not funds paid to GULFCOAST by the COUNTY have been used exclusively for expenditures incurred in providing legal aid services to qualified persons within the County.

C. GULFCOAST shall require that Community Law Program, Inc., and Bay Area Legal Services, Inc., maintain, subject to inspection by GULFCOAST and the COUNTY:

(i) Records providing details as to all legal services rendered and as to the information included in the biannual report required to be provided to the COUNTY under Section 4(A), Pinellas County Code;

(ii) Books and other financial records in auditable form and sufficient detail so that a reasonable inspection may determine whether or not funds paid by the COUNTY

and disbursed by GULFCOAST have been expended exclusively for expenditures incurred in providing legal aid services to qualified persons within the County.

D. Reports and records to be made or maintained under this Agreement shall be subject to inspection from time to time by the COUNTY. The COUNTY may audit, either through its own or independent auditors, at least annually, the books and financial records maintained by GULFCOAST and the financial records required to be maintained for GULFCOAST by Community Law Program, Inc., and Bay Area Legal Services, Inc. Such audit privilege is provided for in Pinellas County Code, Section 30-42. Records relating to this Agreement should be retained for three (3) years from final payment.

5. **AMENDMENT/MODIFICATION**

This Agreement reflects the full and complete understanding of the Parties and may be modified or amended only in writing and executed by the Parties in the same manner as the original.

6. **TERMINATION FOR CAUSE**

A. If, through any cause, GULFCOAST shall fail to perform its obligations under this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall have the right to terminate this Agreement effective immediately upon giving written notice to GULFCOAST of such termination. Further, if GULFCOAST, Bay Area Legal Services, Inc., or Community Law Program, Inc., shall use any funds received under this Agreement for any purpose other than those described in Section 1, GULFCOAST shall, at the option of the COUNTY, repay such funds so misused.

B. Notwithstanding the above, GULFCOAST shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of Agreement by

GULFCOAST, Bay Area Legal Services, Inc., or Community Law Program, Inc., and the COUNTY may withhold any payments due GULFCOAST for the purpose of set-off until such time as the amount of damages due the COUNTY from GULFCOAST, Bay Area Legal Services, Inc., or Community Law Program, Inc., is determined.

7. **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.

8. **INDEMNIFICATION**

GULFCOAST shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions, allegations 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 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.

9. **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.

10. **DISCRIMINATION PROHIBITED**

GULFCOAST shall comply with Title VI and Title VII of the Civil Rights Act of 1964, (P.L. 88-352); and in accordance with Title VI and Title VII of that Act, no person in the United States shall on the grounds of age, race, color, sex, religion, disability, sexual orientation or gender identity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with the legal aid services under this Agreement.

11. **MINIMUM INSURANCE REQUIREMENTS**

GULFCOAST must retain minimum insurance coverage as set forth in Attachment "A", at all times during the existence of this contract.

12. **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.

13. **EFFECTIVE DATE**

This Agreement shall take effect October 1, 2016, and shall continue in effect through September 30, 2017.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the day and year first written above.

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: _____

ATTEST:

GULFCOAST LEGAL SERVICES, INC.

By: Alvin F. Chism

By: John D. Dublue, Esq.

John D. Dublue, Esq. Executive Director
Print Name & Title

Date: 09/07/2016

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney