

LEGAL AID SERVICES AGREEMENT

THIS AGREEMENT is entered into this 26th day of SEPTEMBER, 2017, 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 28.240, 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 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, Six Hundred Eighty Nine and 33/100 (\$30,689.33) each, for a total of Three Hundred Sixty Eight Thousand, Two Hundred Seventy One and 96/100 Dollars (\$368,271.96), upon receipt of monthly invoices from GULFCOAST. The COUNTY shall budget sufficient funds to maintain the funding level for legal aid services for the previous fiscal year.

C. GULFCOAST shall disburse to Community Law Program, Inc. and Bay Area Legal Services, Inc. each a total of Forty Six Thousand, Thirty Four and 00/100 Dollars (\$46,034.00). Such amounts are to be paid in monthly installments of \$3,836.17 each, with any balance to be 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 toward providing legal aid services to qualified persons within the COUNTY.

E. GULFCOAST may receive any funds derived from their twenty-five percent (25%) share of the \$65.00 court fees collected, pursuant to Section 46-32, in excess of the Three Hundred Sixty Eight Thousand, Two Hundred Seventy One and 96/100 Dollars (\$368,271.96) in one lump sum, to be 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 Gulfcoast 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 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, 2017, and shall continue in effect through September 30, 2018.

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

ATTEST:

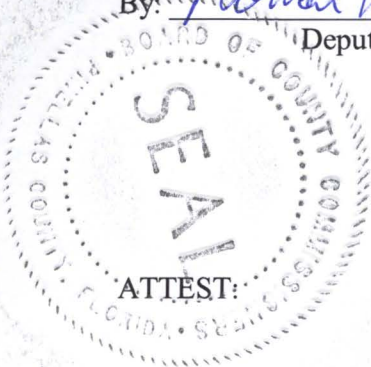
KEN BURKE
Clerk of the Circuit Court

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

By: *Norman D Long*
Deputy Clerk

By: *Janet C. Long*
Chairman

Date: *9.26.17*



ATTEST:

GULFCOAST LEGAL SERVICES, INC.

By: _____

By: *Tammy D. Greer*

Tammy Greer, Interim Executive Director for Operations
Print Name & Title

Date: September 1, 2017

APPROVED AS TO FORM

By: *[Signature]*

Office of the County Attorney
Sr. Assistant County Attorney

ATTACHMENT A – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to Insurancecerts@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. 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.**
- c) No work shall commence at any project site 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 Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder 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.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder 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 Bidder 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 Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

ATTACHMENT A – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) 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. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) 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.
- (4) 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.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) 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 Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, 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 Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

ATTACHMENT A – INSURANCE REQUIREMENTS

i) 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
<u>Employers' Liability Limits</u>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 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 Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

(4) 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.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 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.

ATTACHMENT A – INSURANCE REQUIREMENTS

- (5) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 100,000
General Aggregate	\$ 100,000

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