

LEGAL AID SERVICES AGREEMENT

THIS AGREEMENT is entered into this 12 day of September, 2019, 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 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. **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.

(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.

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

(v) GULFCOAST will work with the COUNTY to develop and enhance outcomes and success measures for legal aid services.

B. GULFCOAST shall administer 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 with Community Law Program, Inc., Bay Area Legal Services, Inc., the COUNTY, 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. These agreements will be provided to the COUNTY as established and/or amended.

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, upon receipt of monthly invoices from GULFCOAST, twelve (12) monthly payments of \$31,619.17, with any balance to be paid in the twelfth payment, for a total of Three Hundred Seventy Nine Thousand, Four Hundred Thirty and 00/100 Dollars (\$379,430.00). 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 \$47,428.75. Such amounts are to be paid in monthly installments of \$3,952.40 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 \$379,430.00, 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 invoices to be paid by the COUNTY under this Agreement shall be paid by the twentieth (20th) day of the immediately succeeding month. Remittances shall be made by electronic funds transfer to Gulfoast Legal Services, Inc.

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.

B. 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. The County may require additional reporting from GULFCOAST as determined necessary to effectively administer and assess contract performance. 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.

E. 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 at least 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, 2019, and shall continue in effect through September 30, 2020.

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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:

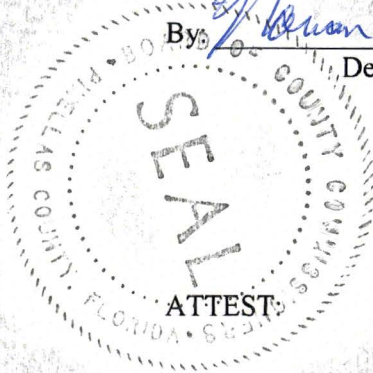
KEN BURKE
Clerk of the Circuit Court

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

By: *Marion D. Loy*
Deputy Clerk

By: *Karen Seel*
Chairman

Date: *9/12/12*



By: *Francis Berrios S.*

By: *Jimmy D. Shen*
Executive Director
Print Name & Title

Date: *8-6-19*

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney
Sr. Assistant County Attorney

ATTACHMENT A – 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.

- (4) 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	\$ 100,000

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