

HUMAN SERVICES FUNDING AGREEMENT

LEGAL AID SERVICES AGREEMENT

Legistar ID Number: 22-0801A

THIS AGREEMENT (Agreement) is effective upon the date last entered below, 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, whose address is 501 1st Ave N. Suite 420, St. Petersburg, FL 33701, hereinafter called the "**AGENCY**."

WITNESSETH:

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 cases, twenty-five percent (25%) of which must be allocated to assist in funding 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 **AGENCY**; and

WHEREAS, **AGENCY** 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.

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

- a. **AGENCY** 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 are provided at locations across Pinellas County to ensure geographically diverse access to both North and South County residents.

- b. **AGENCY** 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.
- c. **AGENCY** must be staffed with sufficient attorneys to meet the needs of the population in North County and South County, respectively.
- d. **AGENCY** will work with the **COUNTY** to develop and enhance outcomes and success measures for legal aid services.
- e. **AGENCY** 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. **AGENCY** 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. **AGENCY** will maintain sub-agreements with its subcontractors (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 agreements will be provided to the **COUNTY** as established and/or amended.
- f. For purposes of this Agreement, “qualified persons” are those residents of Pinellas County who are eligible for legal aid services under the **AGENCY’s** legal aid eligibility guidelines.

3. **Term of Agreement.**

a. This Agreement shall be effective upon execution by the Parties and shall expire on September 30, 2027. Following the commencement of this Agreement, reimbursement for service and costs rendered by the **AGENCY** on or after October 1, 2022, may be invoiced.

b. Parties reserve the right to renew this agreement for up to one (1) additional two (2)-year term, which shall be mutually agreed upon in writing by the Parties.

4. Fiscal Non-Funding Clause

In the event that sufficient budgeted funds are not available for a new fiscal period, the **COUNTY** shall notify the **AGENCY** 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 the **AGENCY** an amount not to exceed Three Hundred Ninety-Six Thousand, Seven Hundred, and Eighty dollars (\$396,780.00) in the fiscal year dated October 1, 2022, through September 30, 2023, for the services described in Section 2 of this Agreement. The parties reserve the right to adjust future fiscal year(s) compensation amounts pursuant to an annual review, historically a 1.5% increase due to Florida Statute 29.008, as established in writing by mutual agreement of the parties without the need to further amend this Agreement.

b. The **COUNTY** shall pay, following receipt of monthly invoices from **AGENCY**, twelve (12) monthly payments of \$33,065.00, with any balance to be paid in the twelfth payment.

Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or

notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c. Of the \$396,780.00, **AGENCY** shall disburse to Community Law Program, Inc. and Bay Area Legal Services, Inc., an amount not to exceed of \$49,597.50 each per fiscal year, unless otherwise agreed to between **AGENCY** and Community Law Program, Bay Area Legal Services, and the **COUNTY**. Such amounts are to be paid in monthly installments of \$4,133.12 each, with any balance to be paid in the twelfth payment.

d. The **COUNTY** shall reimburse to the **AGENCY** 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.

e. Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

f. 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, **AGENCY** shall be notified of the amount of excess and the parties shall amend this Agreement to provide the additional funds to **AGENCY**.

6. Data Collection and Performance Measures.

a. The **AGENCY** agrees to submit quarterly program data reports as well as an annual report to the **COUNTY**.

b. Program Reports shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the

AGENCY shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed.

c. Failure of **AGENCY** to submit a report for two (2) consecutive quarters shall constitute a forfeiture of payment until such time as reports are submitted and accepted by the **COUNTY**.

d. The **COUNTY** may require additional reporting from **AGENCY** 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.

7. Personnel

a. Qualified Personnel. The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement.

b. The **AGENCY** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)
- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within the **AGENCY**'s Organizational chart.
- vi. Integral personnel funded through this Agreement or direct Supervisors of

personnel funded through this Agreement

8. Monitoring.

a. The **AGENCY** will comply with the **COUNTY** and departmental policies and procedures.

b. The **AGENCY** 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. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. The **AGENCY** 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 ten (10) days of the **AGENCY's** receipt of the monitoring report.

e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCY**.

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**. **AGENCY** 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**.

- 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 **AGENCY** by the **COUNTY** have been used exclusively for expenditures incurred in providing legal aid services to qualified persons within the County.
- g. **AGENCY** shall require that Community Law Program, Inc., and Bay Area Legal Services, Inc., maintain, subject to inspection by **AGENCY** and the **COUNTY**:
 - iii. 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**.
 - iv. 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 **AGENCY** have been expended exclusively for expenditures incurred in providing legal aid services to qualified persons within the County.

9. **Documentation.**

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

- a. Articles of Incorporation
- b. **AGENCY** By-Laws
- c. Past twelve (12) months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter

- g. Biographical data on the **AGENCY** chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions and **AGENCY** Organizational Chart
- l. Match documentation

10. Special Situations.

a. The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s or the **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or the **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

11. Amendment/Modification.

In addition to applicable federal, state, and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated 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 underlying public purpose of this Agreement or otherwise amend the terms of this Agreement

shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 1.

12. Termination.

a. The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **AGENCY** 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, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

b. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** 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**.

c. In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** 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.

13. Assignment/Subcontracting.

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b. The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

14. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the **COUNTY** reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

15. Indemnification.

The **AGENCY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

16. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2 and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

17. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

18. Business Practices.

a. The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b. The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c. All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**. This includes financial records maintained by **AGENCY** and the financial records required to be maintained for **AGENCY** by Community Law Program, Inc., and Bay Area

Legal Services, Inc. Such audit privilege is provided for in Pinellas County Code, Section 30-42.

19. Public Records.

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** 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 **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. 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 or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.
- d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY**

keeps and maintains public records upon completion of the contract, the **AGENCY** 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**.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

20. Nondiscrimination.

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights. The **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. The **AGENCY** 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.

c. The **AGENCY** 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.

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

e. 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 the **AGENCY**.

21. Conflicts of Interest.

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and request an opinion as to whether the business association, interest or circumstance

constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

22. Independent Contractor.

It is expressly understood and agreed by the parties that the **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **AGENCY**.

23. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by federal and state law and applicable federal and state rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

24. Governing Law.

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

25. Conformity to the Law.

The **AGENCY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

26. E-VERIFY

a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, the **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **AGENCY**

shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

27. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

28. Agreement Management.

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

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Jodi Duda, Interim CEO
Gulfcoast Legal Services, Inc.
501 First Ave. N. Suite 420
St. Petersburg, FL 33701
727-821-0726

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



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

By: Charlie Justice
Charlie Justice, Chairman

Date: August 2, 2022

ATTEST: KEN BURKE, CLERK

By: Dudyn Kevie

Gulfcoast Legal Services, Inc.

By: Jodi Duda

Interim CEO

Title

Date: June 22, 2022



Agreement Modification Request
Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Program Name:	Modification Number:

- A. REQUESTED MODIFICATION:** Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

- B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
Contract Total:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Agency Authorized Signature:		Date:
Name & Title:		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
PROJECT MANAGER certifies this modification is line with the Contract Scope and Budget:		Date
Approval GRANT/CONTRACT MANAGER		Date
Approval CONTRACTS DIVISION DIRECTOR		Date
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date

ATTACHMENT 2 – 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.
 - (5) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers
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ATTACHMENT 2 – INSURANCE

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No sexual abuse or molestation exclusions allowed.

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"

ATTACHMENT 2 – INSURANCE

insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

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.