Agreement to Provide Legal Aid Services in Leon County

This Agreement is entered into by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Legal Services of North Florida, Inc., hereinafter referred to as the "Service Provider".

WHEREAS, Article V provides for the Judicial Branch of the State government; and

WHEREAS, on November 2, 1998, the Florida Electorate approved Revision 7 to Article V of the Constitution; and

WHEREAS, Revision 7 was designed to allocate a State Courts System funding mechanism, to be shared among the State, Counties, and users of the Courts; and

WHEREAS, during the 2004 Legislative session, the Legislature adopted Senate Bill 2962, which implements Revision 7 to Article V of the Florida Constitution; and

WHEREAS, Section 88 of Senate Bill 2962, creates Section 939.185, Florida Statutes, which permits the Board of County Commissioners to impose an additional court cost by Ordinance in an amount not to exceed $65; and

WHEREAS, on June 8, 2004, Leon County adopted Ordinance 04-15, imposing the additional $65 court cost pursuant to Section 939.185, Florida Statutes; and

WHEREAS, funds received from the additional court cost shall be allocated so that 25% of such funds shall be utilized by the County to fund legal aid programs in Leon County consistent with Section 29.008(3), Florida Statutes; and

WHEREAS, Leon County has determined that Legal Services of North Florida, Inc. will satisfy the needs of the County in providing such services to the Community.

NOW, THEREFORE, the County and the Service Provider, hereinafter the "Parties", agree as follows:

I. The Service Provider agrees:

A. Contract Documents: To provide services in accordance with the terms and conditions specified in this Agreement, including all attachments and exhibits if any, which constitute the Contract Documents.

B. Requirements of Section 287.058, Florida Statutes: To allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(1), Florida Statutes, made or received by the Service Provider in conjunction with this Agreement, except those public records which are made

confidential by law. It is expressly understood that the Service Providers failure to comply with this provision shall constitute an immediate breach of contract for which the County may unilaterally terminate this Agreement.

C. **Governing Law**:

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida Law including Florida provisions for conflict of laws.

II. **Venue:**

Venue for all actions arising out of this Agreement or as a result thereof shall lie in Leon County, Florida.

III. **Severability:**

If any of the provisions of this Agreement should be declared illegal, void, or unenforceable, the other provisions shall not be affected thereby but shall remain in full force and effect.

IV. **Audits, Inspections, Investigations, Records and Retention: The Service Provider Agrees:**

A. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement.

B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of the six years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

C. Upon demand, at no additional cost to the County, Service Provider shall facilitate the duplication and transfer of any records or documents during the required retention period, to ensure that these records shall be subject at all reasonable

times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County.

D. Subject to Section IX, at all reasonable times, for as long as records are maintained, persons duly authorized by the County may inspect the Service Providers documents and records related to this Agreement, regardless of the form in which they are kept.

E. To provide a financial compliance audit to the County and to ensure that all related party transactions are disclosed to the auditor.

F. To comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.

G. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontract and assignments, if any, specifically authorized herein.

V. Monitoring by the County:

Subject to Section IX, the Service Provider agrees to permit persons duly authorized by the County to inspect and copy any records, papers, documents, facilities, goods and services of the Service Provider which are relevant to this Agreement, and to interview any clients, or employees, to ensure the County of the satisfactory performance of the terms and conditions of this Agreement. For such review, the County will deliver to the Service Provider a written report of its findings and request for development of a corrective action plan where appropriate, by the Service Provider. The Service Provider hereby agrees to timely correct any deficiencies identified in the corrective action plan.

VI. Indemnification:

A. The Service Provider shall indemnify, defend, save and hold the County, its officials, officers, agents, and employees, harmless from and against any and all claims, liability, losses, and/or causes of action or actions which may arise from any negligent act or omission, or willful misconduct of the Service Provider, its officers, officials, agents, and employees, whether intentional or unintentional. This provision shall survive any termination or expiration of this Agreement.

B. The County agrees to pay the Service Provider the sum of $10 and other good and valuable consideration, as specified consideration for this indemnification provision, the sufficiency of which is hereby accepted and acknowledged by both parties. Furthermore, the Service Provider acknowledges that the Contract price includes said consideration.

VII. Insurance:

A. Throughout the term of this Agreement, the Service Provider shall maintain such insurance in good standing as will protect the Service Provider from claims or damages based upon bodily injury of clients receiving services pursuant to this Agreement, by acquiring personal injury liability coverage in the amount of: $100,000 per person/$300,000 per occurrence.

B. Throughout the term of this Agreement the Service Provider shall maintain professional liability insurance coverage in an amount acceptable to the County.

C. The Service Provider shall, when requested by the County, provide proof of all insurance coverage.

VIII. Licensure:

The Service Provider shall be responsible for obtaining and maintaining their City and/or County Occupational Licenses and any license or professional fees required to be paid pursuant to the laws of the State of Florida, Leon County, or the City of Tallahassee. The Service Provider shall, employ and permit services to be rendered pursuant to this Agreement, throughout the term of this Agreement, only by those attorney's in good standing with the Florida Bar. Any Bar complaint filed against any attorney employed by the Service Provider, providing services under this Agreement who is the subject of a disciplinary action shall be reported to the County immediately.

IX. Confidentiality of Client Information:

The Service Provider shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose prohibited by State or Federal Law, or the Rules Regulating the Florida Bar (except with the written consent of the person legally authorized to give that consent or when authorized by law).

X. **Assignments and Subcontracts:**

A. The Service Provider shall neither assign responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the County, which approval shall not be unreasonably withheld. Any sublicense, assignment or transfer otherwise occurring without prior written approval of the County shall be null and void.

B. Any subcontract shall be evidenced by written document. The Service Provider further agrees that the County shall not be liable to the subcontractor in any way or for any reason. The Service Provider, at its own expense, shall defend and hold harmless the County, its officers, officials, employees and agents, against any such claims brought.

XI. **Civil Rights Requirements:**

The Service Provider shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Service Provider further agrees that all subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex.

XII. **Independent Capacity of Service Provider:**

A. The Service Provider shall act in the capacity of an independent contractor and not as an officer, employee, or agent of Leon County. Neither the Service Provider nor its agents, employees, subcontractors or assignees shall represent or hold themselves out to others that it is the authority defined as Leon County, Florida, or employees or agents of the County.

B. The Service Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Service Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of Leon County.

C. The County will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Service Provider, or its

subcontractor or assignee, unless specifically agreed to by Leon County in this Agreement.

D. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Service Provider, its officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Service Provider.

XIII. Publicity:

Without limitation, the Service Provider and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or services provided by the Service Provider have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases, advertising or materials distributed by the Service Providers to its respective customers.

XIV. Use of Funds for Lobbying Prohibited:

The Service Provider agrees not to utilize directly or indirectly, contract funds for the purpose of lobbying the Leon County Board of County Commissioners, the Legislature, the Judicial Branch, or a State Agency.

XV. Public Entity Crime:

Pursuant to Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida

Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

XVI. Services to be Provided:

The Service Provider hereby agrees to provide the following services under this Agreement;

A. Full professional legal services, provided solely to indigent residents of Leon County. Those professional services shall include, but not be limited to: civil legal representation in the areas of family, consumer, employment, health, education, housing, real property, public benefits and probate law.

B. In performing any work hereunder, the Service Provider shall provide competent representation to clients. Competent representation requires the legal knowledge, skill, and preparedness reasonably necessary for that representation. The Service Providers business relationships outside of this Agreement shall not interfere with the performance of the Services specified in this Agreement. The Service Provider shall perform as lead counsel in providing the Services under this Agreement. Associate counsel may participate but only where lead counsel is ill or has a genuine conflict of interest as defined under the laws of the State of Florida. Only associate counsel disclosed to and approved by the County may be utilized. The Service Provider may use staff, secretarial, and paralegal assistants in the performance of representation to the client.

XVII. The County agrees:

To pay the Service Provider $110,000 annually. Payments shall be made monthly upon an appropriate invoice, approved in advance by the County.

XVIII. Funds Contingency:

This Agreement is specifically contingent upon the appropriation of funds by the Board of County Commissioners of Leon County, for the purposes herein stated.

XIX. The Service Provider and the County mutually agree:

A. Effective and ending dates: This Agreement shall begin on October 1, 2005, or on the date on which the Agreement has been signed by the last party required to

execute same, whichever is later. This Agreement shall end at midnight, local time in Tallahassee, Florida, on September 30, 2006.

B. Termination: This Agreement may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing by the Parties. Said notice shall be delivered by United States Postal Service or any expedited delivery service that provides verification of delivery, or by hand delivery to the County Administrator or representative of the Service Provider.

C. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 24 hours notice in writing to the Service Provider. Said notice shall be sent by United States Postal Service or any expedited delivery service that provides verification of delivery. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the provider will be compensated only for any work performed under this Agreement which has been satisfactorily completed.

D. This Agreement may be terminated as a result of the Service Providers non-performance and/or breach of this Agreement upon not less than 24 hours written notice to the Service Provider. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

E. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination.

XX. Revisions:

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Service Provider to deviate from the requirements of this Agreement, the Service Provider shall obtain the prior written consent of the County.

XXI. All Terms and Conditions Included:

This Agreement and its attachments, if any, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this Agreement shall supercede all previous communications, representations, or Agreements, either verbal or written between the parties.

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By signing this ten page Agreement, the Parties agree that they have read and agree to the entire Agreement, as described in Paragraph IA. above.

IN WITNESS THEREOF, the parties hereto have caused this ten page Agreement to be executed this ____ day of October, 2005, by their undersigned officials as duly authorized.

Legal Services of North Florida, Inc.

_____
Kristine E. Knab, Esq.
Executive Director

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 2005, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

printed name:
NOTARY PUBLIC

SEAL

Typed or printed name_____
My Commission expires_____

LEON COUNTY, FLORIDA

BY: _____
Cliff Thaell, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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