

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040741

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Funding Agreement for Legal Aid between Lee County and the Legal Aid Society, Inc. for County funding of legal aid in the amount of \$66,000.00 for the period of July 1, 2004 through September 30, 2004. Authorize Chairman's signature on the Funding Agreement.

WHY ACTION IS NECESSARY: Board of County Commissioners' approval is required to finalize the agreement with the Legal Aid Society, Inc.

WHAT ACTION ACCOMPLISHES: Finalizes the Funding Agreement with the Legal Aid Society, Inc. for legal services to the indigent residents of Lee County in family law matters.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C12A

3. MEETING DATE:

06-29-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE §34.041 F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Kristie L. Kroslack

7. BACKGROUND: In 2003, the legislature amended Florida Statute § 34.041 (Constitutional Revision 7 to Article V) effective July 1, 2004 requiring local governments to fund the cost of legal aid as a state imposed local requirement. The Revision removed the County's ability, under Lee County Ordinance 96-10, to collect the \$5.00 - \$10.00 fee on civil cases.

In 2004, Senate Bill 2962 amended Florida Statute § 989.185 which authorizes the County to impose, as an additional court cost, \$65.00 against criminal defendants. A portion (1/4) of this cost will be allocated to fund the cost of legal aid. It is estimated that \$100,000.00 annually may be available from that fee to fund legal aid.

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8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A		OA	OM	RISK	GC	
									<i>HS 6/29/04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY	<i>AK</i>
COUNTY	
DATE	<i>6/29/04</i>
TIME	<i>11:03 am</i>
BY	<i>AK</i>

Blue Sheet #:

Page No.: 2

Subject: Funding Agreement for Legal Aid

Consistent with these statutory amendments, the Funding Agreement (attached) effective July 1, 2004, allows Legal Aid Society, Inc. to continue to provide competent legal advice and representation to indigent residents of Lee County for family law matters for the last quarter of the current fiscal year. Prior to expiration of this agreement, on September 20, 2004, Legal Aid Society, Inc. will request that an amendment to this agreement be presented to the Board of County Commissioners for approval for the next fiscal year budget ('04 - '05). Funds available in GC5190300100.508210.

Attachment: Funding Agreement (3)

**FUNDING AGREEMENT FOR LEGAL AID BETWEEN
LEE COUNTY AND LEGAL AID SOCIETY, INC.**

This FUNDING AGREEMENT is made and entered into this ____ day of _____, 2004, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Lee County Legal Aid Society, Inc. A private non-profit corporation whose business address is 2211 Peck Street, P. O. Box 219, Fort Myers, Florida 33902 hereinafter referred to as the "GRANTEE".

WITNESSETH

WHEREAS, in 2003, the legislature amended Fla. Stat. 34.041 (Constitutional Revision 7 to Article V) effective July 1, 2004, requiring local governments to fund the cost of legal aid as a state imposed local requirement; and,

WHEREAS, the GRANTEE hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the GRANTEE is qualified, willing and able to provide and perform legal services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Funding Agreement shall exist between them consisting of the following:

SECTION I - SCOPE OF SERVICES

A. GRANTEE hereby agrees to provide competent legal advice and representation to poor and indigent residents of Lee County for family law matters as set forth in EXHIBIT "A", entitled "PROJECT SERVICES", which is attached hereto and made a part of this Agreement.

B. GRANTEE: Lee County Legal Aid Society

the PROJECT: Legal Aid

the FUNDING AMOUNT: Sixty Six Thousand Dollars (\$66,000.00)

released in one payment by the County. The project period begins on July 1, 2004 and ends September 30, 2004.

SECTION II - DEFINITIONS

- A. COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.
- B. GRANTEE shall mean the Lee County Legal Aid Society, Inc.
- C. SERVICES shall mean competent legal advice and representation to poor and indigent residents of Lee County for family law matters.

SECTION III - OBLIGATIONS OF THE GRANTEE

1. The parties agree as follows:
- a. Administer funds granted to it by the COUNTY to carry out the services as described in Exhibit "A" and any revisions submitted to and approved by the COUNTY.
 - b. Provide the COUNTY with statistical, narrative, financial and other evaluative reports as requested.
 - c. Retain and make available to the COUNTY, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - d. Retain all records for a period of 5 years from the date of this agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
 - e. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting or project funds.
 - f. Perform all acts in connection with this agreement in strict conformity with all applicable State laws and regulations.
 - g. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status.
 - h. Expend all grant funds received under this Agreement solely for the purposes of this Agreement. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency. Repay to the COUNTY any and all funds not thus expended.
 - i. GRANTEE will submit to an audit if requested by COUNTY.

SECTION IV - COMPENSATION AND METHOD OF PAYMENT

1. The COUNTY agrees to:
 - Provide funding in accordance with the terms of this agreement in the amount and frequency as stated herein in consideration of the GRANTEE's performance herein under. The COUNTY's obligation to pay under this agreement is based upon any mandates of State law.

SECTION V - OBLIGATIONS OF THE PARTIES

1. The GRANTEE and the COUNTY mutually agree that:
 - a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
 - b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
 - c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
 - d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
 - e. This agreement shall be terminated by the COUNTY because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the COUNTY based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The COUNTY shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the COUNTY shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
 - f. The Grantee shall make available at their office at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized County representatives for a minimum of five (5) years from the date of the

- agreement or as otherwise longer required by Generally Accepted Accounting Practices (GAAP), as such information relates to County funding only.
- g. Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the COUNTY when remaining funds are returned pursuant to paragraph III.1.h.
 - h. Bills for services or expenses shall be maintained in detail sufficient for proper pre-audit and post-audit.
 - I. The COUNTY shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the funding.
 - j. The COUNTY shall not assume any liability for the acts, omissions, to act or negligence of the GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the COUNTY. In addition, the GRANTEE hereby agrees to be responsible for any negligence, injury or damage resulting from any activities conducted by the GRANTEE.
 - k. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the funding. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT it is understood by the GRANTEE that the COUNTY shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
 - l. Neither the COUNTY nor its agents, officers or employees waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
 - m. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the COUNTY.

 - n. The GRANTEE shall not assign, sub-license or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the COUNTY, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the COUNTY approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement.

SECTION VI - NON-DISCRIMINATION

The GRANTEE for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the citizens of Lee COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex

shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

SECTION VII - INSURANCE

The GRANTEE shall obtain and maintain the following type of insurance or self-insurance: Professional Liability insurance in the amount of \$300,000.00.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
County Attorney's Office

ATTEST:

(CONSULTANT)

By: Angela Collins
Witness

By: [Signature] PRESIDENT
(Authorized Signature) (Title)
MARIAWEE KANTER

Date: 5-24-04

EXHIBIT "A"

PROJECT DESCRIPTION

The purpose of Lee County Legal Aid Society, Inc. Is to provide high quality legal representation and services to people that are indigent and have limited income who live in Lee County, Florida in the area of family law.

Residents qualify for such services if they fall within the financial guidelines determined by federal income poverty levels.

Lee County Legal Aid will represent clients in family law cases which involve:

1. Dissolution of marriage.
2. Private dependency actions.
3. Temporary custody of abandoned and neglected children when the State of Florida is not involved.
4. Paternity actions and child custody disputes when the party is seeking primary custody of the child or children.
5. Step parent adoptions.

Since we are a direct services provider, the representation may require attendance at hearings, case management conferences, mediating, and trials. All representation will be by licensed attorneys in the State of Florida.