

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

Blue Sheet No. 20061312

1. ACTION REQUESTED/PURPOSE:

Approve Funding Agreement for Legal Aid between Lee County and the Florida Rural Legal Services, Inc. funding of legal aid in the amount of \$155,000.00 for the period of October 1, 2006 through September 30, 2007.

2. WHAT ACTION ACCOMPLISHES:

Finalizes the Funding Agreement with the Florida Rural Legal Services, Inc. for legal services to the indigent residents of Lee County in family law matters, home foreclosures, tenant problems, etc.

3. MANAGEMENT RECOMMENDATION:

Board of County Commissioners' approval and execution is required to finalize the agreement with the Florida Rural Legal Services, Inc. Authorize Chairman's signature on the Funding Agreement.

4. Departmental Category: 12 **CIZA** **5. Meeting Date:** OCT 17 2006

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:
	<input checked="" type="checkbox"/> Statute	§34.041 F.S.	Commissioner
	<input type="checkbox"/> Ordinance		Department County Attorney
	<input type="checkbox"/> Admin. Code		Division General Services
	<input checked="" type="checkbox"/> Other		By: Melody Bowersell AB Assistant County Attorney

9. Background:

The prior Funding Agreement expires on September 30, 2006. This Funding Agreement (attached), effective October 1, 2006, allows Florida Rural Legal Services, Inc. to continue competent legal advice and representation to indigent residents of Lee County until September 30, 2007.

Attachment: Funding Agreement (3)

Funding source for legal aid is Lee County Ordinance 04-09.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
N/A	N/A	N/A	N/A	Melody Bowersell	9/29/06	9/29/06	RK 10/4/06	10/3/06	10-4-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	PL
9-29-06 11am MP	
COUNTY ADMIN FORWARDED TO:	PL
10-4-06	
2:10pm	



Florida Rural Legal Services, Inc.

Administrative Office:
963 East Memorial Blvd.
Lakeland, Florida 33801
Telephone: 863- 688-7376
Fax: 863- 683-7969
Toll Free: 800- 277-7680

3210 Cleveland Avenue, Suite 101A P.O. Box 215 Ft. Myers, Fl. 33902

Tel: 239-334-4554 Fax: 239-334-3042

Client Use Only: 1-800-476-8937

Michelle Trunkett: Managing Attorney

Stella Diamond
President, Board of Directors

Donald Isaac
Executive Director

June 15, 2006

Kristie L. Kroslack
Assistant County Attorney
Lee County Southwest Florida
P.O. Box 398
Fort Myers, FL 33902-0398

Re: Funding Agreement – Fiscal Year 06-07

Dear Ms. Kroslack:

Enclosed are the three (3) original FRLS signed agreements which will require further execution on your end. Please have one fully executed original returned to my attention at your convenience.

Should you have any questions regarding the enclosed, please do not hesitate to contact me 239-334-4554, ext. 144.

Very truly yours,


Sharon Knudsen
Executive Assistant

Enclosures

2006 JUN 19 AM 8:50
RECEIVED BY
LEE CO. ATTORNEY

**FUNDING AGREEMENT FOR LEGAL AID BETWEEN
LEE COUNTY AND FLORIDA RURAL LEGAL SERVICES, INC.**

This FUNDING AGREEMENT is made and entered into this 1st day of October, 2006, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Florida Rural Legal Services, Inc. a private non-profit corporation whose business address is 3210 Cleveland Avenue, 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 home foreclosures, residential landlord, tenant problems, social security, unemployment, Medicare, Medicaid, family law and consumer matters as set forth in EXHIBIT "A", which is attached hereto and made a part of this Agreement.

B. GRANTEE: Florida Rural Legal Services, Inc.

the PROJECT: Legal Aid

the FUNDING AMOUNT: One Hundred Fifty Five Thousand Dollars (\$155,000.00)

released in one payment by the County. The project period begins on October 1, 2006 and ends September 30, 2007.

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 Florida Rural Legal Services, Inc.
- C. SERVICES shall mean competent legal advice and representation to poor and indigent residents of Lee County for legal 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, subject to attorney client privilege and confidentiality, and 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:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairwoman

Date: _____


APPROVED AS TO FORM

By: _____
County Attorney's Office

ATTEST:

FLORIDA RURAL LEGAL SERVICES, INC.

By: _____
Witness

By:  _____
Donald Isaac
Executive Director

Date: 6/14/06

WHO ARE WE?

Florida Rural Legal Services, Inc. (FRLS) is a non-profit corporation funded by grants from the Legal Service Corporation, Florida Bar Foundation, Area Agency on Aging (District VI and VII), and other agencies and foundations. Our program is governed by a Board of Directors consisting of 13 attorney members and 8 client members and is staffed by full-time attorneys, paralegals, and support staff, all of whom are trained to enable us to provide you professional services.

WHOM DO WE SERVE?

FRLS provides civil legal assistance to persons with limited income and assets. Our economic guidelines may be waived if you are over 60 and live in certain counties. We serve residents of these 14 counties: Lee, Charlotte, Collier, DeSoto, Highland, Glades, Hardee, Hendry, Indian River, Martin Okeechobee, Palm Beach, Polk, and St. Lucie. Also, we serve Migrant Farmworkers throughout the State of Florida.

WHAT CASES DO WE HANDLE?

We handle cases in the following areas:

- ✓ Housing
- ✓ Income maintenance (Social Security, SSI, Food Stamps, AFDC, Medicaid, Medicare, Unemployment Compensation)
- ✓ Farmworker Employment Issues (Wages, Working Conditions, etc.)
- ✓ Employment Discrimination
- ✓ Access to Health Care
- ✓ Consumer (very limited, case-by-case basis)
- ✓ Family Law (Divorce or Custody matters involving spouse or child abuse)
- ✓ Education
- ✓ Immigration
- ✓ Wills, Probate, Adult Abuse for Elderly Clients

Within the above areas we have to limit our work and case acceptance due to limited resources. **WE DO NOT HANDLE CRIMINAL CASES, TRAFFIC TICKETS, OR "FEE GENERATING" CASES.**

HOW DO YOU FIND OUT IF WE CAN HELP YOU?

Call our office nearest you. Our client screener will ask you a few brief questions about the nature of your legal problem, your income and the income of other members of your household. If you qualify for our services, the client screener will give you an appointment with one of our attorneys or paralegals to determine if we can assist you.

HOW DO WE WORK WITH CLIENTS?

Your legal problem will be discussed in privacy and kept confidential. You will be asked to participate in decisions concerning the handling of your case and we will keep you informed of progress in your case. You have a right to courteous, professional services. We expect you to be prompt for appointments and court dates. You need to be fully truthful about the facts in your case. Please let us know if you address, telephone number, or income changes.

COMMUNITY LEGAL EDUCATION

If you would like someone from FRLS to come and talk to a group/agency about our services and any particular areas of law, please call (239) 334-4554 or (800) 476-8937, and as for the Community Legal Education Coordinator.