

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 10/3/2006 **Consent** **Regular**
 Ordinance **Public Hearing**

Department
Submitted By: PUBLIC SAFETY DEPARTMENT
Submitted For: JUSTICE SERVICE DIVISION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to: **A) APPROVE** a contract with the Legal Aid Society of Palm Beach County, Inc. to provide legal services to the indigent citizens of Palm Beach County in the area of family law, elder law, juvenile advocacy, education advocacy, public guardianship and domestic violence representation in the amount not to exceed \$1,027,808 from October 1, 2006 to September 30, 2007; **and B) AUTHORIZE** the County Administrator or his designee to sign future contracts with the Legal Aid Society of Palm Beach County, Inc. after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: Pursuant to Article V changes of 2004, the Board of County Commissioners is required to fund a legal aid program. The Legal Aid Society of Palm Beach County, Inc. has historically provided these services which were funded from filing fees. Changes to Article V that became effective July 1, 2004 eliminated these filing fees and authorized the imposition of mandatory court costs to supplement the cost of the legal aid program. This contract will ensure the seamless continuation of legal aid services. This is the third year of the contract with Legal Aid Society of Palm Beach and contract amount has remained unchanged Countywide (DW).

Background and Justification: Funding of legal aid program is mandated by Article V. This contract is funding, in whole or in part, the following programs:

Family Law: This program provides legal representation services to eligible clients in matters dealing with dissolution of marriages; child custody; child visitation; etc.

Elder Law: This program provides legal assistance to individuals over 60-years of age who have been victims of abuse and exploitation by relatives, merchants, and others. This project also handles Social Security, Medicare, and housing issues for the elderly.

Juvenile Advocacy: This program provides Court appointed representation to children when dealing with the Court, the School Board and Florida Dept. of Children and Families. The majority of children served are emotionally, developmentally, or physically challenged.

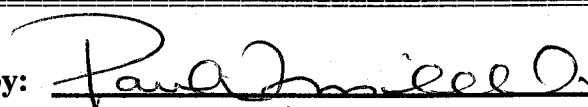
Western Communities Education: This program seeks to expand the educational opportunities of children in the western communities by informing parents and children of their rights guaranteed by state and federal law that assure equal, high-quality learning.

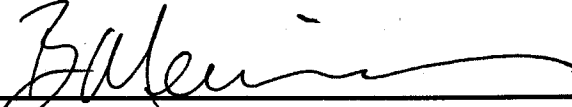
Public Guardianship: This program provides public guardianship services to indigent elderly in Palm Beach County who are adjudicated incapacitated and have no family or friends willing to care for them.

Domestic Violence Legal Assistance & Representation: This program provides legal services to victims of domestic violence in crisis situations to maximize their continued safety and the security and safety of their families.

Attachments:

- 1. Contract with the Legal Aid Society of Palm Beach County, Inc.

Recommended by:  8/31/06
 Department Director **Date**

Approved by:  _____
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs	1,027,808				
External Revenues	(345,317)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>682,491</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Proposed Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 660 Unit 5216/5260 Object 8201

Program _____ Revenue Source Codes: 8260 and 8261

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: Ernie Jilamier 8/20/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 9-13-06 [Signature] 9/26/06
 9/12/06 OFMB Contract Administration
 9-6-06 9/14/06

B. Legal Sufficiency:

[Signature] 9-28-06
 Assistant County Attorney

This Contract complies with our contract review requirements.
 This item delegates broad authority for future contracts with the Legal Aid Society.
 Public Safety is obtaining professional liability insurance.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

CONTRACT FOR PROVISION OF LEGAL AID ASSISTANCE

This Contract is made as of the ____ day of _____, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Legal Aid Society of Palm Beach County, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-6046994.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as specifically set forth in the Scope of Work detailed in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit "B." No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Department of Public Safety (the "DEPARTMENT").

The AGENCY shall coordinate its services with the DEPARTMENT, and shall submit all invoices, reports and records to the DEPARTMENT, as specifically set forth within Article 9.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2006 and complete services on September 30, 2007.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY's expenses for services rendered, an amount not to exceed One Million Twenty Seven Thousand and Eight Hundred Eight Dollars (\$1,027,808) for services provided in ARTICLE 2. The AGENCY will bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided in Exhibit "A" and expenses actually incurred and paid for the month.

- A. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A".
- B. Payments shall be made monthly upon receipt and approvals of invoice of actual expense
- C. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than October 10, 2006. Any amounts not submitted by October 10 2006, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

- D. Administrative costs related to the use of COUNTY funds under this contract may not exceed 15% of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and General and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.
- E. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- F. Budget changes within the scope of this Contract (Schedule B) can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed fifteen percent (15%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requested by AGENCY'S Executive Director must accompany such requests. Budget changes in excess of fifteen percent (15%) must be approved by the Palm Beach County Board of County Commissioners.
- G. Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- H. COUNTY funding can be used to match grants from non-county sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.

- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Department of Public Safety
20 S. Military Trail
West Palm Beach, FL 33415**

ARTICLE 6 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorney's fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 7 - WARRANTIES

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY further warrants that all services shall be performed by skilled and competent personnel. Any changes or substitutions in the AGENCY'S key personnel must be made known to the COUNTY'S representative, prior to the execution of the contract, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 8 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 9- AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Reimburse funds to COUNTY that are deemed misused or misspent.
- E. Submit a Report of Quarterly Measurable Outcomes Report, Exhibit C for each program, within 15 days of the end of each calendar quarter (i.e. October 15, 2006) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit "A".