

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	1,040,297				
External Revenues	(345,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>695,297</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No

Budget Account No.: Exp: Fund 0001 Department 660 Unit 5216/5260/5261 Object 8201
 Rev: Fund 0001 Department 660 Unit 5216/5260 Source 8260/8261

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

This contract with Legal Aid consists of the State Required program (\$742,954), the Public Guardianship program (\$184,530) and the Domestic Violence Representation program (\$112,813). The \$65 Court Fee generates \$315,000 for the State Required program and \$30,000 for the Public Guardianship program to partially offset the cost of these programs.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 10/1/09
 OFMB 9/28/09
[Signature] 10/5/09
 Contract Administration
 10/5/09

B. Legal Sufficiency:

[Signature] 10-6-09
 Assistant County Attorney

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 _____, 2009, 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, 2009 and complete services on September 30, 2010.

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 Forty Thousand and Two Hundred Ninety Seven Dollars (\$1,040,297) 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, 2010. Any amounts not submitted by October 10 2010, 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, 2005) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit "A".

ARTICLE 10 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-i 28 or A-i 33 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Public Safety Department
Attn: Fiscal Manager
20 S. Military Trail
West Palm Beach, Florida 33415**

- D. The AGENCY shall have all audits completed by an independent certified public accountant who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 11 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in letter (A).

- D. In the statement specified in letter (A), notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY and the COUNTY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 12 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.1 33(3)(a).

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Article 14 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 16-TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 17 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Vincent Bonvento, Assistant County Administrator/Director
Public Safety Department
20 S. Military Trail
West Palm Beach, Florida 33415

With copy to:

County Attorney
301 N Olive Ave
West Palm Beach, FL 33401

and if sent to the AGENCY shall be mailed to:

Robert A. Bertisch, Executive Director
Legal Aid Society
423 Fern Street, St#200
West Palm Beach, FL 33401

ARTICLE 18 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A", "B" and "C"), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 19 – REGULATION: LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interests and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

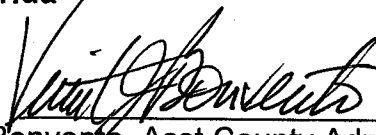
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

SHARON BOCK, CLERK

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: 
Vincent Bonvento, Asst County Administrator
Director PUBLIC SAFETY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

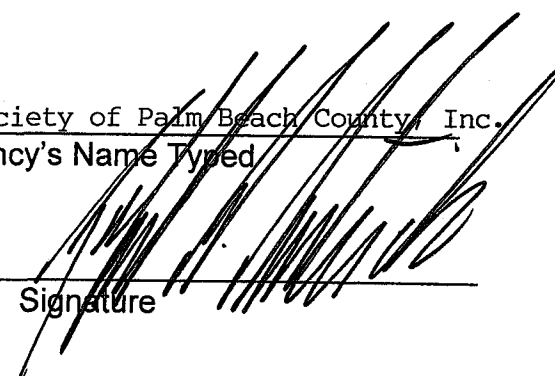
WITNESS:

AGENCY:

Signature

Legal Aid Society of Palm Beach County, Inc.
Agency's Name Typed

Name Typed

By: 
Signature

Agency's Federal ID Number

Robert A. Bertisch, Esq.
Agency's Signatory Name Typed

Executive Director
Agency's Signatory Title Typed

EXHIBIT "A"
SCOPE OF WORK
FINANCIAL ASSISTANCE CONTRACT

1. Legal Assistance & Representation

The agency will provide legal services and assistance in family matters, elder representation, children's representation and education advocacy. Services include advice and legal consultation, representation at court proceedings and referrals, where appropriate to ensure the safety of each client will be provided only to indigent citizens of Palm Beach County whose income does not exceed 150% of the Federal Poverty Guidelines. They will be provided by in-house staff attorneys or pro bono counsel.

Outcome Indicators

1. A minimum of 500 individuals will be provided with legal assistance in family law matters.
2. A minimum of 540 elders will be provided with legal assistance in social security, Medicare, Medicaid, housing, consumer and domestic matters.
3. A minimum of 200 children will be provided with legal assistance in Juvenile, Family or Probate Court in order to access appropriate placement and/or treatment services.
4. A minimum of 100 disadvantaged, disabled public school children will be provided with legal advocacy to assist them in obtaining appropriate academic placement

2. Public Guardianship Program

The agency will provide public guardianship services to a minimum of eighty (80) indigent elderly in Palm Beach County who are adjudicated incapacitated and have no family or friends willing to care for them. Services are provided in order to ensure that their basic needs are met, their quality of life enhanced and that they are provided with all entitlements and/or financial assistance to which they are eligible.

Outcome Indicator:

1. A minimum of eighty (80) wards will receive quality care and efficient services to ensure their well being.
2. The agency will strive to increase the frequency of visits to the ward beyond what is mandated in FS744.708 (6)

3. Domestic Violence Legal Assistance & Representation

The agency will provide legal services to victims of domestic violence in crisis situations to maximize their continued safety and the security and safety of their families. Services will be provided by staff attorneys or pro bono counsel and include advice and legal consultation, representation at domestic violence injunction hearings and referral where appropriate to ensure the safety of each client.

To be eligible for these services an individual must be a victim of domestic violence. Services are offered at the main office site in West Palm Beach with outreach services in North County (Palm Beach Gardens), South County (Delray Beach) and West County (Belle Glade).

Outcome Indicators:

1. A minimum of 330 victims of domestic violence will receive immediate legal services and/or representation in domestic violence matters.
2. 65% (215) of victims of domestic violence and their families will be awarded restraining orders and be provided with a safe and secure home environment.

EXHIBIT "B"
BUDGET/REIMBURSEABLE AMOUNTS
FINANCIAL ASSISTANCE CONTRACT

Cost Category	Legal Services	Public Guardianship	Domestic Violence	Total
Salaries & Fringes	678,782	166,867	107,833	953,482
Operating Expenses	64,172	17,663	4,980	86,815
Total	\$742,954	\$184,530	\$112,813	\$1,040,297

All reimbursable expenses shall be reimbursed only at cost. Operating expenses will be limited to Rent, Dues & Licenses, Equipment Leases, Equipment Repairs & Maintenance, Postage, and Telephone/Communications.

Reimbursable expense shall mean the actual expenses as authorized by the County pursuant to this CONTRACT, and reasonably incurred by the AGENCY directly in connection with the AGENCY's Performance of the duties and Scope of Work pursuant to this Contract.