

Clay County Agreement/Contract No. 2020/2021-__

LEGAL AID 2021-2022 FUNDING AGREEMENT

This Legal Aid 2021-2022 Funding Agreement (the “Agreement”) is made and entered into this ____ day of September, 2021, by and between Clay County, a political subdivision of the State of Florida (the “County”), and Jacksonville Area Legal Aid, Inc., a Florida Non-Profit Corporation (“JALA”).

RECITALS

WHEREAS, JALA is a non-profit corporation that provides legal services to low income persons residing within the County; and

WHEREAS, the legal assistance provided by JALA includes services to individuals and families facing domestic violence, loss of housing, and consumer scams; and

WHEREAS, the focus of JALA’s programs includes, but is not limited to, the elderly and the disabled; and

WHEREAS, JALA maintains a physical office within the County (the “Clay Office”), and through attorneys and staff based in the Clay Office or based elsewhere through JALA, is responsive to the Qualified Residents hereinafter described; and

WHEREAS, prior to July 1, 2004, the County provided funding to JALA through a service charge on the filing of certain civil actions in the county and circuit court of the County under the authority of Sections 28.241 and 34.041, Florida Statutes; and

WHEREAS, effective July 1, 2004, and pursuant to the requirements of Section 939.185, Florida Statutes, the County imposed by Ordinance a \$65.00 court cost in criminal cases (Code Sec. 2-1), one-quarter of which must be allocated to assist counties in providing legal aid programs; and

WHEREAS, effective July 1, 2004, and pursuant to the requirements of Section 29.008(3)(a), Florida Statutes, the County is required to provide funding to its legal aid program “at a level equal to or greater than the amount provided from filing fees and surcharges to legal aid programs from October 1, 2002, to September 30, 2003”; and

WHEREAS, in addition to the proceeds received under the requirements of Sections 939.185 and 29.008(3)(a), Florida Statutes, JALA has utilized funds it has received from other sources to assist in operating the Clay Office, including grants from the Florida Bar Foundation; and

WHEREAS, pursuant to the terms of this Agreement, the parties desire to provide for the terms and conditions under which the County will provide funding to JALA in accordance with

Sections 939.185 and 29.008(3)(a), Florida Statutes, for the fiscal year of the County commencing October 1, 2021, and ending at midnight on September 30, 2022.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The term of this Agreement shall commence on October 1, 2021, and ending at midnight on September 30, 2021.

2. During the term of this Agreement the County covenants to pay to JALA, in equal quarterly installments, and on a reimbursement basis only, the sum of \$156,069.00 ("County Contribution"), with the first installment of \$39,017.25 being due and payable on or before January 31, 2022, the second installment of \$39,017.25 being due and payable on or before April 30, 2022, the third installment of \$39,017.25 being due and payable on or before July 31, 2022, and the fourth installment of \$39,017.25 being due and payable on or before October 31, 2022. If less than the amount allocated for reimbursement on a particular installment is paid, the remaining balance on said installment may be added to the amount allocated for reimbursement on any subsequent installment. Such reimbursement shall only be made for those JALA expenses incurred during the term of this Agreement in providing the services set forth in paragraph 4 hereof ("Eligible Expenses").

3. JALA represents to the County that JALA is the program approved and funded by the Florida Bar Foundation to provide civil legal services to the low-income residents of the County. JALA covenants that it will take such steps as time to time may be necessary and appropriate for maintaining such approved status throughout the term of this Agreement.

4. Throughout the term of this Agreement, JALA shall continue to provide legal assistance to low income persons residing within the County eligible to receive legal services through JALA according to the guidelines established by JALA as of the date first above-written ("Qualified Residents").

5. Throughout the term of this Agreement, JALA shall maintain the Clay Office and, through the use of staff based in the Clay Office or elsewhere, continue to provide legal services to Qualified Residents. JALA reserves the right to move the Clay Office in Green Cove Springs, Florida, to another location within the County.

6. JALA covenants that it shall use the County Contribution only for operating the Clay Office and for providing legal services to Qualified Residents.

7. During the term of this Agreement, JALA covenants that it will contribute an amount in addition to the County's Contribution for the operation of the Clay Office. For example, in 2020-2021 to support the operation of the Clay Office, the County provided funding of \$153,762.00 and JALA supplemented the funding by an additional estimated amount of \$182,594.00.

8. At least thirty calendar days prior to each payment date set forth in paragraph 2 above, JALA shall submit a report and a request for reimbursement of its Eligible Expenses to the County's Office of Management and Budget in a format acceptable to the Office of Management and Budget Director and reasonably demonstrating JALA's compliance with the requirements of this Agreement, together with such documents as may be suitable for explaining and supporting same. Such documents shall include at a minimum, copies of all paid invoices and payroll records as well as proof of all payments for which JALA is seeking reimbursement. The County shall have the right to audit or have audited the books and records of JALA for the purposes of determining JALA's compliance with the requirements of this Agreement, and JALA shall fully cooperate with, and lend all appropriate assistance to the County in conducting the same.

9. JALA acknowledges that the payment of the County Contribution by the County to JALA during the term of this Agreement satisfies the County's obligations arising under subsections (3)(a) and (4)(a) of Section 29.008, Florida Statutes, for the fiscal year of the County commencing October 1, 2021, and ending at midnight on September 30, 2022.

10. The County may terminate this Agreement without cause by providing written notice to JALA thirty (30) days prior to termination by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail. Upon termination, the County shall not be obligated to pay any remaining installments of the County Contribution, but shall not seek any refund from JALA of County Contribution already paid to JALA at the time of termination.

11. JALA shall maintain all records and documents applicable to the services provided under this Agreement for a minimum of three years from the date that final payment under this Agreement is received from the County, and shall make the same available for audit and public disclosure upon request of duly authorized persons.

12. JALA acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. JALA acknowledges that the County is required to comply with the Public Records Laws in the handling of the documents and materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, JALA covenants to comply with Public Records Laws to the extent required by law, and in particular to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of JALA upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate this Agreement immediately upon written notice to JALA.

IF JALA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

13. Each party will perform its duties under this Agreement as an independent contractor.

14. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

15. The Agreement may only be modified or amended upon mutual written agreement of the County and JALA. No oral agreements or representation shall be valid or binding upon either party.

16. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

18. This Agreement represents the entire agreement between the parties. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Mike Cella
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

JACKSONVILLE AREA LEGAL AID, INC.

By: _____
James A. Kowalski
Its Executive Director

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