

**Legal Aid 2017-2018 Funding Agreement**

This Legal Aid 2017-2018 Funding Agreement ("this Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "County", and **JACKSONVILLE AREA LEGAL AID, INC.**, 126 West Adams Street, Jacksonville, FL 32202, a Florida non-profit corporation, hereinafter referred to as "JALA".

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

WHEREAS, effective July 1, 2004, and pursuant to the requirements of Florida Statutes, Section 29.008(3)(a), 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 Service Charge Proceeds, JALA has heretofore utilized funds it has received from other sources to assist in operating the Nassau County Office, including grants from the Florida Bar Foundation (the "FBF"); and

WHEREAS, pursuant to the terms of this Agreement, the parties desire to provide the terms and conditions under which the County will provide funding to JALA in accordance with Florida Statutes, Section 29.008(3)(a).

FOR and IN CONSIDERATION of mutually agreed upon consideration, the parties agree as follows:

1. The term of this Agreement shall be October 1, 2017 and end at midnight on September 30, 2018.

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 \$83,655.00 (the "County Contribution"), with the first installment of \$20,913.75 being due and payable on or before November 30, 2017, the second installment of \$20,913.75 being due and payable on or before February 28, 2018, the third installment of \$20,913.75 being due and payable on or before May 31, 2018, and the fourth installment of \$20,913.75 being due and payable on or before August 30, 2018. 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 (the "Eligible Expense").

3. JALA represents to the County that JALA is the program approved and funded by FBF 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 Nassau Office as a part time office for Qualified Residents. Throughout the term of this Agreement, JALA shall continue to maintain the Current Staffing at the Nassau County office.

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

7. At least thirty (30) calendar days prior to each payment date set forth in Paragraph 2, JALA shall submit a report and a request for reimbursement of its Eligible Expenses to the County's Office of Management and Budget Director with a copy to the Clerk in a format acceptable to the County's Office of Management and Budget Director. The report and request shall demonstrate JALA's compliance with the requirements of this Agreement, together with such documents as may be suitable for explaining and supporting the 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 same.

8. 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

Florida Statutes, Section 29.008(3)(a), for the County's fiscal Year commencing October 1, 2017, and ending September 30, 2018.

9. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

10. Time is of the essence.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

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By: DANIEL B. LEEPER  
Its: Chairman

ATTEST as to authenticity of  
Chair's signature:

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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

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MICHAEL MULLIN

[Signatures continue on next page]

**JACKSONVILLE AREA LEGAL  
AID, INC.**

\_\_\_\_\_  
JAMES A. KOWALSKI, JR.  
Its: Executive Director

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared, \_\_\_\_\_,  
who is personally known \_\_\_ or produced \_\_\_\_\_  
as identification, known to be the person described in and  
who executed the foregoing instrument, and acknowledged to  
and before me that he/she executed said instrument for the  
purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Signature

Notary-Public-State of \_\_\_\_\_ at large  
My Commission expires: \_\_\_\_\_