

Legal Aid 2009-2010 Funding Agreement

This Legal Aid 2009-2010 Funding Agreement ("this Agreement") is made and entered into this 28th day of September 2009, 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, 2009 and end at midnight on September 30, 2010.

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, 2009, the second installment of \$20,913.75 being due and payable on or before February 28, 2010, the third installment of \$20,913.75 being due and payable on or before May 31, 2010, and the fourth installment of \$20,913.75 being due and payable on or before August 30, 2010. 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.

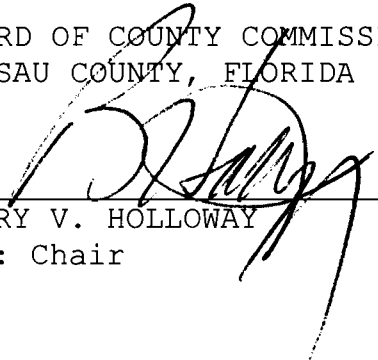
7. At least thirty (30) calendar days prior to each payment date set forth in Paragraph 2, JALA shall submit a report and a request for reimbursement of its Eligible Expenses to the County's Administrative Services Director with a copy to the Clerk in a format acceptable to the County's Administrative Services 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, 2009, and ending September 30, 2010.


9. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chair

ATTEST as to authenticity of
Chair's signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

2009/10/16/09

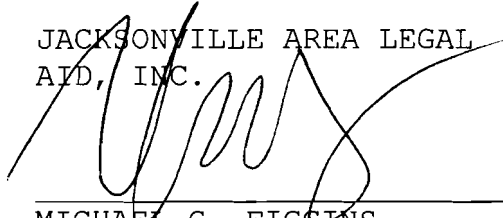
Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

[Signatures continue on next page]

JACKSONVILLE AREA LEGAL
AID, INC.



MICHAEL G. FIGGINS
Its: Executive Director

STATE OF Florida
COUNTY OF Duval

Before me personally appeared, Michael Figgins
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 30th day of
September, 2009.

Natasha Brereton
Notary Signature

Notary-Public-State of Florida at large
My Commission expires:

