

**BOCC CONTRACT
APPROVAL FORM**
(Request for Contract Preparation)

CS-22-089

CONTRACT
TRACKING NO.

CM3283

GENERAL INFORMATION

Requesting Department: OMB

Contact Person: Chris Lacambra

Telephone: 904-530-6010 Fax: ()

Email: clacambra@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Jacksonville Area Legal Aid, Inc.

Address: 126 W. Adams Street Jacksonville FL 32202
City State Zip

Contractor's Administrator Name: Renu Heda Title: Chief Financial Officer

Telephone: (904)224-1553 Fax: () Email: Renu.Heda@jaxlegalaid.org

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: James Kowalski, Jr.-Executive Director

Authorized Signatory Email: jim.kowalski@jaxlegalaid.org

CONTRACT INFORMATION

Contract Name: Jacksonville Area Legal Aid, Inc.

Description: Funding agreement for FY22/23
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$83,655.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 23160564-531204

Authorized Signatory: Klynt Farmer, BOCC Chairman
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/2022 to: 9/30/2023 Termination/Cancellation:

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other

If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:

New Contract Dates: to Total or Amended Amount:

Continued on next page

CHECKLIST

Review/Complete before sending contract for final signature

| Requirement | Description | Complete By |
|---|---|-------------|
| Contract, Exhibits and Appendices | 1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract. | |
| Name, Address, Contact Person | The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included. | |
| Understanding | Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties. | |
| Competition/Conflicts and Existing Contracts/Compliance | This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions. | |
| Other Necessary Agreements | All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference. | |
| Indemnification | BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract. | |
| Term of Contract | Start and end dates of contract are included. Any renewals are included. | |
| Warranties/Guarantees | Warranties or guarantees give satisfactory protection. | |
| Insurance | Risk manager has or will approve insurance clauses. Levels confirmed in requirements | |
| Governing Law | The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement. | |
| Confidentiality Agreements | All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a." | |
| Printed/Typed Names | Names of all persons signing contracts are printed or typed below signatures. | |

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Chris Lacambra 12/1/2022
 Department Head/Contract Manager Date
2. Janice Adams 12/1/2022 *JP*
 Procurement Date 12/1/2022
3. Chris Lacambra 12/1/2022
 Office of Mgmt & Budget Date
4. Denise C. May 12/2/2022 *DJ*
 County Attorney Date 12/2/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 12/2/2022
 County Manager Date

LEGAL AID 2022/2023 FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of January 2023, 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, Florida 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, Florida; 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 office located in Nassau County, Florida, including grants from the Florida Bar Foundation; 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, 2022 and end at midnight on September 30, 2023, unless terminated by either party upon thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

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 eighty-three thousand six hundred fifty-five dollars (\$83,655.00) (the "County Contribution"), with the first (1st) installment of \$20,913.75 being due and payable on or before November 30, 2022, the second (2nd) installment of \$20,913.75 being due and payable on or before February 28, 2023, the third (3rd)

installment of \$20,913.75 being due and payable on or before May 31, 2023, and the fourth (4th) installment of \$20,913.75 being due and payable on or before August 30, 2023. 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"). Appropriations necessary for the funding of this Agreement beyond Fiscal Year 2022/2023 shall be subject to the budget and appropriation by the County during the regular budget process.

3. JALA represents to the County that JALA is the program approved and funded by 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 office located in Nassau County, Florida as a part time office for Qualified Residents. Throughout the term of this Agreement, JALA shall continue to maintain the current staffing at the office located in Nassau County, Florida.

6. JALA covenants that it shall use the County Contribution only for operating the office located in Nassau County, Florida 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, 2022, and ending September 30, 2023.

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 this Agreement and may result in termination of this Agreement.

10. In performing its obligations under this Agreement, JALA shall at all times be acting in the capacity of an

independent contractor and not as an officer, employee or agent of the County.

11. Failure of JALA to satisfactorily comply with the terms of this Agreement may result in cessation of payment, pursuant to this Agreement.

12. This Agreement may be amended only in writing by mutual consent of the parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



By: Klynt Farmer
Its: Chairman

ATTEST as to authenticity of
Chair's signature:



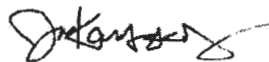
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

Denise C. May

DENISE MAY

JACKSONVILLE AREA LEGAL
AID, INC.



Print: James Kowalski
Its: Executive Director