

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3526

SECTION 1 - GENERAL INFORMATION
 Requesting Department: OMB Contact Person: Chris Lacambra
 Telephone: (904) 530-6010 Email: clacambra@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Jacksonville Area Legal Aid, Inc.
 Address: 126 West Adams Street
 City: Jacksonville State: FL Zip Code: 32202
 Vendor's Administrator Name: Renu Heda Title: Chief Financial Officer
 Telephone: (904) 224-1553 Email: Renu.Heda@jaxlegalaid.org

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: James Kowalski, Jr.
 Authorized Signatory Email: jim.kowalski@jaxlegalaid.org
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Jacksonville Area Legal Aid, Inc.
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Funding Agreement for Fy23/24
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other
 Total Amount of Contract: \$83,655 (Estimate if necessary)
 Account Number: 23160564-531204
 Source of Funds: County State Federal Other:
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: NA
 Risk Manager Initials:

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|---|
| 1. <u>Chris Lacambra</u> <u>10/10/2023</u>
Department Head/Contract Manager Date | 3. _____
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>10/10/2023</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May</u> <u>10/11/2023</u> <u>RFJ</u>
County Attorney Date |

10/11/2023

JP

10/10/2023

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Popey AICP 10/11/2023
 County Manager Date

FUNDING AGREEMENT FOR JACKSONVILLE AREA LEGAL AID, INC.
FISCAL YEAR 2023/2024

THIS AGREEMENT is made and entered into 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 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 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 Section 29.008(3)(a), Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutually agreed upon consideration, the parties agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. FUNDING.

2.1 During the term of this Agreement, the County covenants to pay to JALA, in equal quarterly installments and on a reimbursement basis only pursuant to the terms in Section 4.5 hereinbelow, 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, 2023, the second (2nd) installment of \$20,913.75 being due and payable on or before February 28, 2024, the third (3rd) installment of \$20,913.75 being due and payable on or before May 31, 2024, and the fourth (4th) installment of \$20,913.75 being due and payable on or before August 30, 2024. 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 Section 4 hereof (the “Eligible Expense”). Appropriations necessary for the funding of this Agreement beyond Fiscal Year 2023/2024 shall be subject to the budget and appropriation by the County during the regular budget process.

In performing its obligation under this Agreement, JALA shall be at all times acting in the capacity of an independent contractor and not as an officer, employee or agent of the County.

2.2 JALA shall submit simultaneously to the County Manager and the Clerk an annual accounting record acceptable to the Clerk on or before May 1st of each fiscal year in which JALA received funding from the County. Additionally, JALA shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of JALA to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.

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

SECTION 3. TERM OF AGREEMENT AND OPTION TO AMEND

3.1 The term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, unless terminated by either party thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

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

SECTION 4. JALA'S RESPONSIBILITIES.

4.1 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.

4.2 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”).

4.3 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.

4.4 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.

4.5 At least thirty (30) calendar days prior to each payment date set forth in Section 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.

4.6 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 Section 29.008(3)(a), Florida Statutes, for the County's fiscal year commencing October 1, 2023, and ending September 30, 2024.

SECTION 5. THE AMERICANS WITH DISABILITIES ACT, FLORIDA PUBLIC RECORDS LAW.

5.1 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 Agreement and may result in termination of this Agreement.

5.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF JALA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that JALA is providing goods and/or services to the County, and pursuant

to Section 119.0701, Florida Statutes, JALA shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if JALA does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of JALA or keep and maintain public records required by the County to perform the service. If JALA transfers all public records to the County upon completion of the Agreement, JALA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If JALA keeps and maintains public records upon completion of the Agreement, JALA shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5.3 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify JALA of the

request, and JALA shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

5.4 If JALA does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

5.5 If JALA fails to provide the public records to the County within a reasonable time, JALA may be subject to penalties under Section 119.10, Florida Statutes.

5.6 If a civil action is filed against JALA to compel production of public records relating to the Agreement, the Court shall assess and award against JALA the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that JALA unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that JALA not complied with the request, to the County and to JALA.

5.7 A notice complies with this Section, if it is sent to the County's custodian of public records and to JALA at JALA's address listed on its Agreement with the County or to JALA's registered agent. Such notices shall be sent to the address listed above for each party.

5.8 If JALA complies with a public records request within eight (8) business days after the notice is sent, JALA is not liable for the reasonable costs of enforcement.

SECTION 6. TERMINATION.

6.1 If JALA fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written

notice was provided by the County, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement and cessation of payment.

6.2 The County reserves the right to terminate this Agreement in whole or part by giving JALA written notice at least thirty (30) days prior to the effective date of termination.

SECTION 7. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS.

7.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

7.2 JALA shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards.

SECTION 8. NO ASSIGNMENT.

8.1 JALA shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this _____ day of _____, 2023.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

TACO E. POPE, AICP, COUNTY MANAGER
Its: Designee

Approved as to form by the
Nassau County Attorney

Denise C. May

DENISE MAY

**JACKSONVILLE AREA LEGAL
AID, INC.**

James Kowalski, Jr.

Print: James Kowalski
Its: Executive Director