

RESOLUTION NO. 2005- 9

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND JACKNSONVILLE AREA LEGAL AID, INCORPORATED, WHICH PROVIDES FOR LEGAL SERVICES TO INDIGENT PERSONS RESIDING WITHIN ST. JOHNS COUNTY, FLORIDA, AND PROVIDING FOR THE REPLACEMENT AND SUBSTITUTION OF THIS CONTRACT FOR A PREVIOUSLY APPROVED AND EXECUTED CONTRACT, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF ST. JOHNS COUNTY**

WHEREAS, on December 1, 2004, the Board of County Commissioners of St. Johns County, Florida (Board) authorized the execution of a Contract (Exhibit "A") between St. Johns County, Florida (County), and the Jacksonville Area Legal Aid, Incorporated (JALA), for the purpose of providing legal services to indigent persons who reside within St. Johns County; and

WHEREAS, subsequent to the adoption of the Contract between the County and JALA for the purpose of providing legal services to indigent persons who reside within St. Johns County, it was acknowledged by both the County, and JALA that Contract adopted and executed was an earlier version of the Contract that had been mistakenly inserted for the actual and more comprehensive Contract between the County and JALA; and

WHEREAS, the County and JALA agree that actual and more comprehensive Contract should be substituted for, and replace the Contract previously adopted and executed by the County and JALA; and

WHEREAS, the actual and more comprehensive Contract between the County, and JALA establishes the rights, duties, and responsibilities of both the County and JALA with respect to the provision of legal services to indigent persons residing within St. Johns County; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the new and more comprehensive Contract (attached hereto, and incorporated herein as Exhibit "B"); and

WHEREAS, the County has determined that accepting the terms of the actual and more comprehensive Contract, and entering into said Contract will serve the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

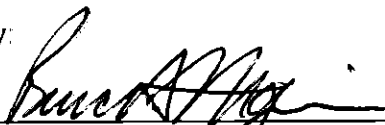
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Contract attached and incorporated as Exhibit "B", which is between St. Johns County, Florida, and Jacksonville Area Legal Aid, Incorporated, and provides for legal services for indigent persons residing within St. Johns County, Florida, and authorizes the County Administrator to execute the above-mentioned Contract on behalf of St. Johns County.

Section 3. The Contract attached and incorporated as Exhibit "B", replaces, and acts as a full and complete substitute for the previously executed Contract, attached and incorporated as Exhibit "A". At such time at the Contract attached and incorporated as Exhibit "B" becomes effective, the previously executed Contract, attached and incorporated as Exhibited "A" is terminated, and deemed null and void.

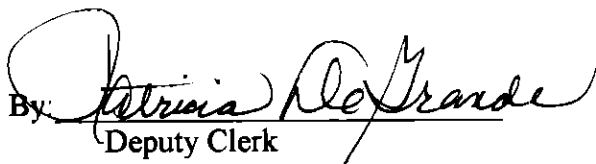
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:

  
\_\_\_\_\_  
Bruce A. Maguire, Chair

Attest: Cheryl Strickland, Clerk of Court

By:   
\_\_\_\_\_  
Deputy Clerk

Effective Date: 1-12-05



**AGREEMENT BETWEEN ST. JOHNS COUNTY  
AND JACKSONVILLE AREA LEGAL AID, INCORPORATED**

1. **The Agreement** between St. Johns County, Florida and Jacksonville Area Legal Aid, Incorporated implements St. Johns County Ordinance No. 2004-41 which was enacted pursuant to Florida Statutes 939.185 and 29.008(3)(a).
2. Jacksonville Area Legal Aid, Incorporated is a not-for-profit corporation for the purpose of providing legal services to indigent persons in Florida including St. Johns County, would not otherwise have the means to obtain legal assistance.
3. The duration of this Agreement shall run from December 1, 2004, through September 30, 2005.
4. Except as noted in Paragraph 6 of this Agreement, the maximum amount available as compensation/reimbursable expenses to Jacksonville Area Legal Aid, Incorporated is two hundred seven thousand, six hundred twenty-five dollars (\$207,625.00). Monthly, Jacksonville Area Legal Aid, Incorporated shall submit to the County an invoice for twenty thousand, seven hundred sixty-two dollars and fifty cents (\$20,762.50) which represents one-tenth (1/10) of the maximum annual compensation/reimbursable expense of two hundred seven thousand, six hundred twenty-five dollars (\$207,625.00).
6. Notwithstanding, the language in Paragraph 5 of this Agreement, St. Johns County, through the Clerk of the Court's Office, will collect and disburse all filing fees generated as a result of Ordinance 2004-41 to Jacksonville Area Legal Aid, Incorporated on a monthly basis through September 30, 2005.
7. During the term of this Agreement, Jacksonville Area Legal Aid, Incorporated will maintain at least one Legal Aid office within the geographic boundaries of St. Johns County, Florida. Such Legal Aid office shall be open for services at least forty (40) hours per week, and staffed with at least two (2) full-time attorneys, and two (2) other full-time support staff.
8. Jacksonville Area Legal Aid, Incorporated provide civil legal services for indigents in St. Johns County and will promptly provide quarterly reports to the Clerk of Court or his/her designee, the St. Johns County Health and Human Services Advisory Council, that (i) accurately identify each case in which Jacksonville Area Legal Aid, Incorporated provided civil legal services to or for indigent residents of St. Johns County, Florida during the subject quarter; (ii) describe the type of legal problems pertaining to each such case and the legal services provided for each such case during the subject quarter; and (iii) describe the pro bono activity during such quarter. Such reports shall indicate that Jacksonville Area Legal Aid, Incorporated has provided civil legal services to indigents in St. Johns County equivalent in value to at least 100% of the sum of filing fees disbursed by the County to Jacksonville Area Legal Aid, Incorporated during such quarter. Additionally, Jacksonville Area Legal Aid, Incorporated shall each provide the Clerk of the Court or his/her designee, the St. Johns County Health and Human Services


Advisory Council, with a true copy of its annual line item budget for St. Johns County and a financial report for the preceding year.

9. Either St. Johns County, Florida, or Jacksonville Area Legal Aid, Incorporated may terminate this Agreement by giving sixty (60) days prior notice of such termination to the other party.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: St. Johns County through its Board of County Commissioners, signing by and through its County Administrator, and Jacksonville Area Legal Aid, Incorporated by and through its Executive Director, Michael G. Figgins, duly authorized to execute the same.

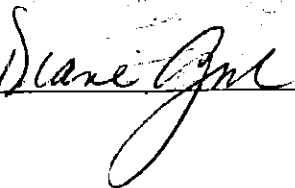
**ST. JOHNS COUNTY**

**Board of County Commissioners  
St. Johns County, Florida**

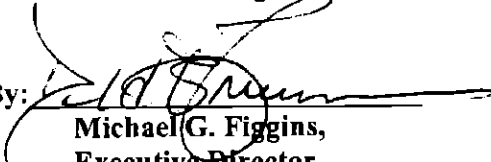
By:   
**Ben Adams  
County Administrator**

Date: 12/8/04

**ATTEST: Cheryl Strickland, Clerk**

By: 

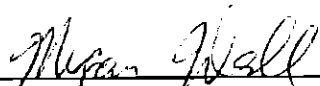
**Jacksonville Area Legal Aid, Inc.**

By:   
**Michael G. Figgins,  
Executive Director**

*Donald B. Freeman as Acting  
Executive Director*

**WITNESSES:**



  
Megan Wall

**CONTRACT BETWEEN ST. JOHNS COUNTY  
AND JACKSONVILLE AREA LEGAL AID, INCORPORATED**

**THIS CONTRACT (Contract)**, is entered into between **St. Johns County, Florida (County)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, and **Jacksonville Area Legal Aid, Incorporated (JALA)**, a Florida not-for-profit corporation, whose address is 126 West Adams Street, Jacksonville, Florida 32202-3849.

**RECITALS**

**WHEREAS**, this **Contract** implements **County Ordinance No. 2004-41**, which was enacted pursuant to Sections 29.008(3)(a), and 939.185, Florida Statutes (2004) and replaces that **Contract** between the Parties on the same topic, entered into on or about December 1, 2004, it being the intent of the Parties that this **Contract** apply to the same period, services, and payment as the prior less detailed **Contract**; and

**WHEREAS**, **JALA** is a not-for-profit corporation, whose purpose is to provide legal services to indigent persons in Northeast Florida, including **St. Johns County**, who would not otherwise have the means to obtain legal assistance, and thereby access courts, address injustices, and resolve disputes.

**NOW, THEREFORE**, in consideration of mutual covenants and promises contained herein, it is agreed by, and between, the parties as follows:

**Section 1.** The above Recitals are incorporated into the body of this **Contract**, and said Recitals are adopted as Findings of Fact.

**Section 2.** If any word, phrase, sentence, part, subsection, section, or other portion of this **Contract**, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid on any reason, then such word phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Contract**, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

**Section 3.** This **Contract** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action, arising under this **Contract**, shall be in **St. Johns County, Florida**.

**Section 4.** In light of the scope and rationale for this **Contract**, neither the **County**, nor **JALA** may assign, transfer, and/or sell any of the rights noted in this **Contract** without the express written approval of either party. Should either the **County**, or **JALA** assign, transfer, or sell any of the rights noted in this **Contract**, without such prior express approval of the other party, then such action on the part of either the **County**, or **JALA**, shall result in the automatic termination of this **Contract**, without further notice or action required on the part of the other party.

**Section 5.** Both the **County**, and **JALA** acknowledge that this **Contract** constitutes the complete agreement and understanding of both parties. Both the **County**, and **JALA** acknowledge that any

amendments to this **Contract** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **JALA**.

**Section 6.** The duration of this **Contract** shall run from December 1, 2004, through September 30, 2005. Either the **County**, or **JALA** may request a one-year extension of this **Contract** by submitting a written request to the other party, **no later than March 1, 2005**. Pursuant to a written request, either the **County**, or **JALA** may approve an extension to the **Contract**, prior to September 30, 2005. Subsequent extensions to the **Contract** may be handled in a manner similar to that described in this Section. Should this **Contract** not be extended within the timeframe noted in this Section, then this **Contract** will terminate on October 1, of the year not extended. Under such circumstance, neither the **County**, nor **JALA**, will have to provide any further form of written notification to the other party.

**Section 7.** This **Contract** may be terminated without cause upon either the **County**, or **JALA** giving at least sixty (60) days advance written notice to the other party or such notice of termination without cause. Such written notification shall indicate that either the **County**, or **JALA** intends to terminate this **Contract** sixty (60) days from the date of notification. Consistent with other provisions of this **Contract**, **JALA** shall be compensated for any services and/or expenses that are authorized under this **Contract**, and that are performed and/or accrue up to the termination of this **Contract**.

This **Contract** may be terminated by either the **County**, or **JALA**, for cause upon either the **County**, or **JALA** giving at least sixty (60) days advance written notice to the other party of such notice of termination for cause. Termination for cause, shall be for one of the reasons noted in this Section. Such written notification shall indicate the exact cause for termination, the exact date for termination, and shall result in the termination of this **Contract** on the termination date, **unless**, prior to the termination date, the cause for termination is cured to the satisfaction of the party seeking the termination for cause.

Termination for cause may be for one of the following reasons:

- a) assignment of this **Contract** by either party, without the prior written approval/consent of the other party;
- b) failure by either party to comply with a term, provision, condition, requirement, or obligation noted in this **Contract**;
- c) failure by the **County** to pay, for a period exceeding seventy-five (75) days, any amounts dues and owing, for authorized services performed by **JALA**;
- d) failure by the **County** to budget for the services and/or expenses noted in this **Contract**;
- e) an exhaustion of funds for the services and/or expenses noted in this **Contract**, without approval of a subsequent increase in the amount of funds budgeted for services and/or expenses noted in this **Contract**; and/or
- f) a subsequent revision/change/amendment to State law that would prohibit the **County**, and **JALA** from entering into this type of **Contract**.

**Section 8.** For the initial term, and duration of this **Contract**, the maximum amount available as compensation/reimbursable expenses to **JALA** is two hundred seven thousand, six hundred twenty-five dollars (\$207,625.00), unless the amount and the **Contract** are amended in a manner that is set forth in this **Contract**. It is strictly understood that **JALA** is not entitled to above-

noted amount of compensation/reimbursable expenses as a matter of right. Rather, **JALA's** compensation/reimbursable expenses are based on the provision of services performed by **JALA**.

Monthly, **JALA** shall submit to the **County** an invoice for twenty thousand, seven hundred sixty-two dollars and fifty cents (\$20,762.50) which represents one-tenth (1/10) of the maximum annual compensation/reimbursable expense of two hundred seven thousand, six hundred twenty-five dollars (\$207,625.00). Such invoice shall be in a form and/or format that is acceptable to the **County**. The **County** shall only pay for those expenses that are reimbursable under existing, or amended, **County** policy. For reimbursable expenses, **JALA** must provide receipts or provide documentation that is acceptable to the **County**, in order to receive reimbursement for expenses, that are permitted reimbursement under existing, or amended, **County** policy.

If **JALA** submits an incomplete and/or incorrect invoice, then the **County** will notify **JALA** within fifteen (15) days of submission of the incomplete/incorrect invoice by **JALA**. **JALA** will then have an additional fifteen (15) days, in which to submit a complete and/or correct invoice. If **JALA** submits a complete and/or correct invoice in excess of thirty (30) days from the date that the original incomplete/incorrect invoice was submitted to the **County** by **JALA**, then the **County** has seventy-five (75) days from the date of submission of the complete and/or correct invoice, in which to compensate and/or reimburse **JALA** for such approved services and/or expenses.

Except as noted, once **JALA** submits a complete and correct invoice to the **County**, the **County** shall then have forty-five (45) days from the date of submission of the complete/correct invoice, in which to compensate and/or reimburse **JALA** for such approved services and expenses.

Notwithstanding any other language concerning the amendment of this **Contract**, the **County** may modify this procedure at any time, upon thirty (30) days advance notice, in order to accommodate the budgetary concerns and/or procedures of the **County**.

It is expressly noted that the **County** will compensate/reimburse **JALA** only from those non-ad valorem tax revenue sources of the **County** that are legally available at the time payment is due.

**Section 9.** During the term of this **Contract**, **JALA** will maintain at least one Legal Aid office within the geographic boundaries of St. Johns County, Florida. Such Legal Aid office shall be open for services at least forty (40) hours per week, and staffed with at least two (2) full-time attorneys, and two (2) other full-time support staff. **JALA** shall determine the eligibility of persons seeking representation by **JALA**.

As an express condition of this **Contract**, **JALA** may not represent any person, organization, or entity in any administrative and/or legal action (including appellate review) in which the **County** is a party. It is expressly understood that **JALA** must decline representation in such a circumstance, though **JALA** may refer the person, organization, or entity declined, to another law firm, or advocacy organization.

On a quarterly basis, **JALA** will submit a case service report of all the cases handled in the **County**, together with a brief narrative of outreach and education activities will be submitted quarterly. Such a report will include *pro bono* cases as well.

Each year, **JALA** shall provide the Clerk of the Court (or designee), the St. Johns County Health and Human Services Advisory Council, and the **County Attorney** with a true copy of **JALA's** annual line item for the **County**, and a copy of **JALA's** financial report for the preceding year.

**Section 10.** As a condition of receiving any, or all, of the amount noted in this **Contract**, **JALA** authorizes the **County** to examine, review, inspect, and/or audit **JALA's** books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this **Contract**. It is specifically noted that **JALA** is under no duty to provide access to documentation not related to this **Contract**, and/or that are otherwise protected by **County**, State, or Federal law.

**Section 11.** The access to, disclosure of, non-disclosure of, or exemption of records, data, documents, and materials associated with this **Contract** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

**Section 12.** To the extent permitted by law, **JALA** shall indemnify and holds harmless the **County**, its officials, agents, servants, and employees from and against, any, and all, claims, liabilities, losses, and/or causes of action which may arise from any negligent act or omission on the part of **JALA**, to the extent such negligent act or omission is connected with the services provided pursuant to this **Contract**.

**Section 13.** It is expressly noted that **JALA** is an independent contractor and has no agency status with the **County**. As a result, and in particular, no **JALA** employee (full time and/or part-time) shall be considered a **County** employee, and no **JALA** employee (full time and/or part-time) shall be eligible for any **County** employee benefits (including, but not limited to, holidays sick leave, health or life insurance, and retirement), unless such **JALA** employee would otherwise be entitled to such **County** employee benefits, as a result of previous employment with the **County**.

**Section 14.** All Notices, and other correspondence to the **County** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

With a Copy to:

**County Attorney**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

All Notices, and other correspondence to **JALA** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

Michael Figgins, Executive Director  
**Jacksonville Area Legal Aid, Incorporated**  
126 West Adams Street  
Jacksonville, Florida 32202-3849



With a Copy to:

Megan Wall, Managing Attorney  
**Jacksonville Area Legal Aid, Incorporated**  
**[doing business as "St. Johns Co. Legal Services"]**  
222 San Marco Ave  
St. Augustine, Florida 32084

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal on this day, and year below written.

**Board of County Commissioners**  
**St. Johns County, Florida**

By: \_\_\_\_\_  
**Bruce A. Maguire, Chairman**

Date: \_\_\_\_\_

**ATTEST: Cheryl Strickland, Clerk**

By: \_\_\_\_\_,  
Deputy Clerk

**Jacksonville Area Legal Aid, Inc.**

By: \_\_\_\_\_  
**Michael G. Figgins,**  
**Executive Director**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_