RESOLUTION NO. 2026-363

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR TO EXECUTE A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA AND JACKSONVILLE AREA LEGAL AID, INC., TO PROVIDE LEGAL SERVICES TO INDIGENT PERSONS RESIDING WITHIN ST. JOHNS COUNTY, FLORIDA.

WHEREAS, pursuant to St. Johns County Ordinance 2005-86, a portion of court costs imposed pursuant to Section 939.185, Florida Statutes, is allocated for the purpose of providing legal aid programs required under Section 29.008(3)(a), Florida Statutes; and

WHEREAS, the County has determined that it will serve the interests of the County to enter into this Contract commencing on October 1, 2026, and expiring on September 30, 2027.

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 Chair is authorized to execute a contract between St. Johns County, Florida and Jacksonville Area Legal Aid, Inc., in substantially the same form and format as attached hereto as an ***Exhibit "A"***.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd **day of** November **, 2026.**

ATTEST: Brandon Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

Effective Date: NOV 03 2026

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Clay Murphy
Clay Murphy, Chair

Rendition Date NOV 03 2026

ST. JOHNS COUNTY FLORIDA

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 500 San Sebastian View, 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. 2005-86**, which was enacted pursuant to Sections 29.008(3)(a), and 939.185, Florida Statutes (2004) and continues on from that Contract between the Parties on the same topic, entered into on or about January 14, 2005, it being the intent of the Parties that this **Contract** apply and be in effect during the **one-year** period between **October 1, 2026** and **September 30, 2027**; 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 for 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 **October 1, 2026** through **September 30, 2027**. 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 February 1, 2027**. Pursuant to a written request, either the **County** or **JALA** may approve an extension to the **Contract**, prior to **September 30, 2027**. 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 circumstances, 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 fifteen (15) days advance written notice to the other party of such notice of **termination for cause**. 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) material 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 due 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 or continuing this **Contract.**

Section 8. For the term, and duration of this **Contract**, the maximum amount available as compensation/reimbursable expenses to **JALA** is **Three Hundred Eighty-Four thousand Nine Hundred Eighty-Eight Dollars ($384,988.00)**, or such different amount as may be officially appropriated for this purpose by the Board of County Commissioners in the **2026-2027 County Fiscal Year** budget, 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, except as **JALA's** compensation/reimbursable expenses are based on the provision of services performed by **JALA**.

From October 2026 through September 2027, on a monthly basis, **JALA** shall submit to the **County** an invoice for one-twelfth (1/12) of the maximum annual compensation/reimbursable expense. 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. **JALA** must provide receipts or provide documentation reasonably acceptable to the **County**, in order to receive reimbursement for expenses that are permitted reimbursement.

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 reasonably 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 and appropriated for this purpose in its official County budget 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, to be located on a main thoroughfare that receives bus route service and be in reasonable proximity (within three (3) miles) of the Richard O. Watson Judicial Center. The office will be called "St. Johns County Legal Aid." Such Legal Aid office shall be available to the public for services at least forty (40) hours per week (excepting weeks with a national holiday in which case the eight (8) hours may be subtracted out for any such holiday), and staffed with at least two (2) full-time attorneys, and two (2) other full-time support staff. The office will have intake and phone intake, during normal operating hours JALA shall determine the eligibility of persons seeking representation by **JALA**. It is understood that staff will have vacation and sick time which shall be construed as integral to full-time staffing.

As an express condition of this Contract, **JALA** may not utilize any portion of the funds provided through this Contract, or any of the personnel dedicated to staff the St. Johns County Legal Aid office, in connection with the representation of any person, organization, or entity in any administrative and/or legal action (including appellate review) in which the County, or any of the County constitutional officers is an adverse party. As a further condition of this Contract, if **JALA** is contemplating any administrative and/or legal action (including appellate review) in which the County or any of the County constitutional officers is or reasonably may be an adverse party, **JALA** agrees to provide at least thirty (30) days advance written notice (to the extent notice is not otherwise required by Section 768.28, Florida Statutes), to the County Attorney or his/her designee, and shall, at the request and discretion of the County Attorney, agree to submit said administrative and/or legal action to mediation (including appellate mediation) prior to taking any further action.

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 Report will include *pro bono* cases as well. **JALA** will provide a formal live presentation of such Report to the Board of County Commissioners of St. Johns County, Florida, if such is requested by the County Administrator.

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. Any and all funds provided under this Contract shall be used to JALA specifically as provided for by the JALA budget attached as ***Exhibit "A"***.

Section 10. As a condition of receiving any, or all, of the amount noted in this Contract, JALA is to utilize the full-time positions and functions in Section 9 for the performance of the work required by this Contract.

Section 11. 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 12. 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 13. 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 14. 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 15. 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
500 San Sebastian View
St. Augustine, Florida 32084

With a Copy to:

County Attorney
500 San Sebastian View
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:

James A. Kowalski, Jr., President and CEO
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 County Legal Aid"]
200 Malaga Street, Suite 2
St. Augustine, Florida 32084

Section 16. Any amendment to this **Contract** must be made in writing and approved by the Board of County Commissioners of St. Johns County and the Director of JALA.

{Signatures to follow}

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: _____
Clay Murphy, Chair

Date: _____

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

Jacksonville Area Legal Aid, Inc.

By: _____
James A. Kowalski, Jr.
President and CEO

Exhibit "A"Jacksonville Area Legal Aid (JALA) Budget

St. John's County Office Budget
Period: 12 months
10/01/26 - 09/30/27

	Total Budgeted Expenses	Amount Requested from St John's County	Amount to be funded from other sources	Amount funded by VOCA grant for Victim Advocacy
1 Managing Attorney	$ 134,696	$ 80,818	$ 53,879	
1 Staff Attorney	$ 98,822	$ 44,470	$ 54,352	
1 Staff Attorney	$ 89,195	$ 4,460	$ 84,735	
1Paralegal	$ 55,657	$ 34,507	$ 21,150	
1Paralegal	$ 57,855	$ 2,893	$ 54,963	
1 Legal Secretary/Office Assistant	$ 63,888	$ 60,694	$ 3,194	
Non dedicated staff providing services in St John's county	$ 50,000		$ 50,000	
1 Crime Victims Advocate - Attorney	$ 28,512			$ 28,512
1 CrimeVictimes Advocate - Paralegal	$ 31,120			$ 31,120
Non dedicated staff providing services to victims of crime in St John's county	$ -		$ -	$ -
Total Direct Services Wages	$ 609,746	$ 227,841	$ 322,272	$ 59,632
			$ -	
Administrative Wages @ 15% of direct wages	$ 91,462	$ 34,176	$ 48,341	$ 8,442
(CFO, Accountant, Network/Facility Manager, Human Resource Manager			$ -	
Executive Assistant, Grants Coordinator, Systems Administrator, Records Clerk			$ -	
			$ -	
Benefits @ 23%	$ 161,198	$ 60,300	$ 85,241	$ 15,657
FICA (7.2%), W.C. (.10%), LTD (..59%), Health, Dental, Vision, Life & AD&D				
(12.61%to 15%), 401K Plan (2.5% average), St. Johns Bar and Florida Bar dues.				
Total Personnel Expenses	**$ 862,406**	**$ 322,317**	**$ 455,854**	**$ 83,732**
Space - Rent/Lease (Based on actual lease agreement)	$ 19,046	$ 19,046	$ -	0
Other Space Expense - Utilities etc	$ 1,800	$ 1,800	$ -	0
Equipment Rental - Copier, printer, postage meter (lease + maint)	$ 3,600	$ 3,600	$ -	
Office Expenses - incl supplies like paper, folders, pens, pencils, water etc:				
Document shredding	$ 6,600	$ 6,000	$ -	600
Postage - First class U.S. Mail and Express and Courier services	$ 3,160	$ 2,800	$ -	360
Printing - Stationary and outreach materials	$ 2,450	$ 2,375	$ -	75
Telephone - local, long-distance, fax line, DSL connection for internet	$ 4,500	$ 4,200	$ -	300
Travel Staff - local mileage @ IRS approved rate of .54/mile	$ 2,400	$ 1,800	$ -	600
Training Staff - Substantive law training for the county staff	$ 3,150	$ 2,400	$ -	750
Library - Law library subscription (Lexis-Nexis) and other book subscriptions	$ 4,130	$ 3,800	$ -	330
Insurance - Property and Professional Liability Insurance + Notary dues	$ 3,200	$ 2,600	$ -	600
Software hosting and maintenance fees: - Client database, Accounting & Payr	$ 4,250	$ 3,350	$ 300	600
Dues and Fees - Local county dues and fees	$ 375	$ 300	$ -	75
Audit - Annual single audit	$ 2,425	$ 2,200	$ -	225
Litigation/Outreach - Evaluations, medical records, Depositions, Filing fees, witr	$ 4,600	$ 2,400	$ 1,600	600
Contract Services to Clients - interpreting services	$ 2,950	$ 1,800	$ 700	450
Contract Services to Recipient - payment to professionals for computer and ph	$ 2,850	$ 1,600	$ 800	450
network management also probono newsletter publications etc	$ -		$ -	
Building repairs and maintenance and other non-recurring expenses	$ 1,200	$ 600	$ 600	0
Total Operating Expenses	**$ 72,686**	**$ 62,671**	**$ 4,000**	**$ 6,015**
Total All Expenses	**$ 935,092**	**$ 384,988**	**$ 459,854**	**$ 89,747**
		0		

Please note that in 2019 JALA received funding from Department of Justice through a VOCA grant to assist victims of crime. That grant was renewed for October 1 2025 to September 30, 2026 at the same amount as previous year.