
SERVICE FUNDING AGREEMENT
between
ORANGE COUNTY, FLORIDA
and the
ORANGE COUNTY BAR ASSOCIATION, INC.

FISCAL YEAR 2024-2025

THIS AGREEMENT is made and entered into this ____ day of September 2024, by and between ORANGE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "the County," and ORANGE COUNTY BAR ASSOCIATION, INC, hereinafter referred to as "the Bar Association."

WITNESSETH:

WHEREAS, the Bar Association provides the Citizen Dispute Settlement Mediation Program (CDS) to Orange County citizens; and

WHEREAS, the Chief Judge has identified the CDS program as a local requirement of the Ninth Judicial Circuit; and

WHEREAS, the County has determined that there is a public interest for such activities/programs/services; and

WHEREAS, the parties now desire to reference the section of the *Orange County Code* that provides for the use of court costs imposed on certain criminal violations to provide funding for the CDS; and

WHEREAS, the County desires to enter into an agreement with the Bar Association whereby the Bar Association will receive and disburse said funds of the County for the purpose of providing activities/programs/services in accordance with the terms and conditions herein set forth; and

WHEREAS, the Bar Association has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform such services and/or carry out such programs as set forth in this Agreement;

THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED: The foregoing recitals are true, correct, and are incorporated herein.

SECTION 2. THE BAR ASSOCIATION SHALL

a. Provide Citizen Dispute Mediation services whereby citizens of the County may bring their disputes to the Bar Association for mediation. Disputes may involve but are not limited to landlord/tenant issues, recovery of money or property, neighborhood complaints, consumer disputes, and minor criminal issues.

b. Procure or provide adequate space and equipment to provide said activities/programs/services.

c. Provide said activities/programs/services without regard to race, color, creed, sex, age, national origin, disability or marital status, and remain in compliance with Title VII of the 1964 Civil Rights Act as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated.

d. Employ the necessary professional, clerical staff, and volunteers to ensure efficient operations and the ability to offer the services outlined in Section 3a.

e. Submit periodic reports to Orange County's Office of Management and Budget according to the terms described in Exhibit "A." Failure to comply with the County's request for submission of such report shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Bar Association to receive future contributions from the County. Completion of the prior year reporting requirement is a prerequisite to receipt of any payment under this Agreement.

f. Maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Bar Association should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing and the County reserves the right to terminate this Agreement immediately and discontinue payments to the Bar Association.

g. Utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by the County or by the County's designee during normal business hours for a period of three years from the effective date of this Agreement. Any cost incurred by the Bar Association as a result of an Orange County audit shall be the sole responsibility of and shall be borne by the Bar Association. In addition, should the Bar Association provide any or all of the County's funds to sub-recipients, then and in that event, the Bar Association shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

h. Indemnify and hold harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees, and attorneys on appeal of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement itself.

SECTION 3. FUNDING MECHANICS

a. The County agrees to appropriate one hundred two thousand two hundred twenty-eight dollars (\$102,228) to the Orange County Bar Association, Inc., for fiscal year 2024-2025 for the provision of citizens dispute mediation services.

b. The parties agree that quarterly invoices for an amount equal to one-fourth of the annual budgetary appropriation approved by the Board of County Commissioners ("BCC") for the CDS program will be provided to the County by the Bar Association. The invoices shall be submitted to Orange County's Office of Management & Budget at the address specified in Exhibit "A." The first invoice shall pertain to the period beginning October 1, 2024 and ending December 31, 2024. Quarterly invoices shall be submitted to the County within the first month of each quarter for payment.

c. Within thirty (30) days of receiving each quarterly invoice from the Bar Association, the County will provide a portion of the sum generated for local requirements for citizen dispute mediation purposes, by virtue of Chapter 14, Section 14-1(b)(1), *Orange County Code*, and contingent upon an annual budgetary appropriation by the BCC during the term of this agreement to the Bar Association. The quarterly payments to the Bar Association may not exceed the amount approved by the BCC. However, should revenues generated in the local requirements fund be less than the amount approved by the BCC, the County may elect to only make payments to the Bar Association up to the actual amount collected and available.

d. The funding under this agreement is strictly for the uses and purpose outlined in Section 2 of this agreement. No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Orange County Bar Association, Inc. agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of such Board or the County Administrator.

SECTION 4. TERM AND TERMINATION

a. This agreement shall be effective as of the date of last execution hereof by the parties and shall terminate on September 30, 2025.

b. Either party may terminate this Agreement at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by

certified mail or in person to the business address of the party upon whom such notice is served.

c. Continued performance by either party here to, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

SECTION 5. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the patties have executed this Agreement as indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk
Clerk/Deputy Clerk of the Board

Date: _____

ORANGE COUNTY BAR ASSOCIATION, INC.

By: 

Title: Executive Director

Date: 8/29/24

EXHIBIT A

The following reports should be submitted to the Office of Management and Budget:

Within ninety (90) days of its release, the Bar Association shall provide the County with a copy of all performance measure reports, or any other official reports prepared during the term of this agreement.

Reports and communications to the COUNTY:

Orange County
Office of Management and Budget
Attn: Kurt N. Petersen, Director
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801

Phone: 407-836-7390
Fax: 407-836-2880

Reports and communications to the Bar Association:

Orange County Bar Association, Inc.
Attn: Candice Disorbo, Executive Director
880 North Orange Avenue
Orlando, Florida 32801

Phone: 407-422-4551
Fax: 407-843-3470