
SERVICE FUNDING AGREEMENT
between
ORANGE COUNTY, FLORIDA
and the
**LEGAL AID SOCIETY OF 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 the LEGAL AID SOCIETY OF THE ORANGE COUNTY BAR ASSOCIATION, INC, hereinafter referred to as “the Legal Aid Society.”

WITNESSETH:

WHEREAS, since 1961, the Legal Aid Society, in partnership with local attorneys, has provided civil legal representation and access to the courts for low-income residents, the working poor, children, and other disadvantaged groups with special legal needs who reside in Orange County; and

WHEREAS, the County has determined that there is a public interest for such activities/programs/services and has supported the Legal Aid Society through a filing fee add-on for many years; 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 fund the operations of the Legal Aid Society; and

WHEREAS, the County desires to enter into an agreement with the Legal Aid Society whereby the Legal Aid Society 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 Legal Aid Society 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 LEGAL AID SOCIETY SHALL

a. Provide legal activities/programs/services that include but are not limited to advice and counsel, information and referral, and negotiation and litigation, to low-income residents, the working poor, children, and other disadvantaged groups with special legal needs who reside in Orange County.

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 the 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 Legal Aid Society 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 Legal Aid Society 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 Legal Aid Society.

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 Legal Aid Society as a result of a County audit shall be the sole responsibility of and shall be borne by the Legal Aid Society. In addition, should the Legal Aid Society provide any or all of the County's funds to sub-recipients, then and in that event the Legal Aid Society 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 million five hundred twenty-one thousand seven hundred nineteen dollars (\$1,521,719) to the Legal Aid Society of the Orange County Bar Association, Inc., for fiscal year 2024-2025 for the provision of legal aid services in accordance with Section 29.008, Florida Statutes, and the terms of this Agreement ("Funds").

b. The parties agree that quarterly invoices be submitted for an amount equal to one-fourth of the annual budgetary appropriation approved by the Board of County Commissioners ("BCC") for the Legal Aid Society. The invoices shall be submitted to Orange County's Office of Management & Budget at the address specified in Exhibit "A." The first quarter 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 Legal Aid Society the County will provide a portion of the sum generated for local requirements for legal aid 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 Legal Aid Society. The quarterly payments to the Legal Aid Society may not exceed the amount approved by the BCC.

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, Legal Aid Society of the 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 become 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 hereto, 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 parties 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: _____

* * * * *

LEGAL AID SOCIETY OF THE ORANGE
COUNTY BAR ASSOCIATION, INC.

By: 
Bethanie A. Barber
Executive Director

Date: August 28, 2024

EXHIBIT A

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

Within ninety (90) days of its release, the Legal Aid Society shall provide the County with a copy of all comprehensive annual financial reports, external audit 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 S. Rosalind Ave. 3rd Floor
Orlando, Florida 32802

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

Reports and communications to the LEGAL AID SOCIETY:

Legal Aid Society of the Orange County Bar
Association, Inc.
Attn: Bethanie Barber, Executive Director
100 East Robinson Street
Orlando, Florida 32801

Phone: 407-841-8310
Fax: 407-648-9240