INTER-AGENCY AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND TALLAHASSEE COMMUNITY COLLEGE

THIS INTER-AGENCY AGREEMENT, made by and between LEON COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, hereinafter called "County" and TALLAHASSEE COMMUNITY COLLEGE, a division of the Department of Education under the laws of the State of Florida, hereinafter called "TCC."

WHEREAS, the United Partners for Human Services has conducted extensive research which indicates that non-profit entities require the use of additional volunteers to provide quality services to the overall public; and,

WHEREAS, Volunteer Program Managers in Florida are consistently receiving certification in the Florida Volunteer Administration Certification Program; and,

WHEREAS, the County and TCC together seek to maximize their efforts in retaining Certified Volunteers and producing future Certified Volunteers by jointly conducting a Florida Volunteer Administration Certificate Course at TCC; and,

WHEREAS, the parties desire to formalize their respective legal duties and responsibilities of this Interlocal Agreement; and,

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants, representations and obligations contained herein, the parties hereto agree as follows:

SCOPE OF AGREEMENT

1. ***County's Responsibilities***: The County shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

1.1 Conduct, develop and coordinate the Florida Volunteer Administration Certificate Program (hereinafter "The Certificate Program"). The Certificate Program Curriculum shall be conducted for a total of six (6) consecutive weeks starting in March 2007 and end in April 2007. The Certificate Program shall offer a different four-hour course for each consecutive week with a total of six (6) courses as described in full and set forth in Attachment A of this Agreement.

1.2 Recruit experienced facilitators and guest speakers for all course topics. All facilitators and guest speakers shall complete a TCC volunteer instructor form prior to presentation of program.

1.3 Register all member participants for the course and provide registration information to a designated TCC staff. A maximum of thirty (30) participants shall enroll in the Certificate Program. There shall be twenty (20) slots reserved for members of the Leon County Volunteer Center.

1.4 Collect a $150 tuition fee per participant. The County shall disburse $45 of the Tuition fee to TCC.

1.5 Conduct a volunteer management needs assessment survey.

1.6 During course registration, the County shall promote and market the Certificate Program including the use of standard TCC language via non credit and continuing education registration.

1.7 Provide TCC with proposed language and graphics for advertisement (Word and .pdf format) in the TCC Spring Schedule of Classes for Continuing and Community Education.

2. **TCC's Responsibilities**: The TCC shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

2.1 Provide a classroom or designated facility to participants enrolled in the Certificate Program in order to conduct training for certification of Volunteers. Such classroom shall be located at TCC in Room 207 of the Workforce and Economic Development Building.

2.2 Make available an LCD projector for use during all classroom instruction and training.

2.3 Provide a one page advertisement in the TCC Spring 2007 Schedule of Classes for Continuing and Community Education.

3. Term

The term of this Agreement shall commence on _____ and end on _____. However either Party may terminate this Agreement without cause upon five (5) days written notice to the other party.

4. Indemnification

To the extent permitted by Section 768.28, *Florida Statutes*, and the Florida Constitution, and without waiving any immunities or defenses permitted by law the parties agree to indemnify and hold harmless the other parties from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the other parties, their delegates, agents or employees, or due to any act or occurrence of omission or commission of the other party, including but not limited to costs and a reasonable attorney's fee. Any party, may at its sole option, defend itself or allow one of the other parties to provide the defense. None of the parties shall be deemed to assume liability for the acts, omissions to act and negligence of the other parties, their agents, servants, and employees.

5. Termination

Either Party may terminate this Agreement for cause by providing written notice to the other Party specifying the effective date of such termination no less than five (5) days prior to such effective date.

6. Default

If either Party fails to fulfill any of its obligations under this Agreement through no fault of the other Party, such failure shall be considered a default and shall entitle, but not obligate, the Non-defaulting Party to suspend performance under, or to terminate, this Agreement if the Defaulting Party fails to cure such default within five (5) days after receipt of a written notice thereof from the Non-defaulting Party specifying, in reasonable detail, the nature of the default.

7. Availability of Funds

Performance of either party of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds budgeted or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.

8. Enforcement

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida and venue of any litigation shall be had in Leon County, Florida, in the court of proper jurisdiction.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

10. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

11. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the parties hereto.

12. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the parties hereto.

13. Assignment. Neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

15. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Ambiguity. This Agreement has been negotiated by the parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

17. Cost(s) and Attorneys Fees. In the event of litigation between the parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

18. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives this ___ day of _____, 2007.

TALLAHASSEE COMMUNITY COLLEGE,
For and on behalf of its Board of Trustees:

By: _____
BILL LAW, President

ATTESTED TO:

By: _____
ROBERT B. INZER, Clerk
Leon County, Florida

LEON COUNTY, FLORIDA

By: _____
C.E. DEPUY, JR., Chairman
Board of County Commissioners

APPROVED AS TO FORM:

By: _____
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

Attachment A

Course Topics:

- Course 1: Understanding Volunteering
- Course 2: Planning a Volunteer Program
- Course 3: Recruiting and Placing Volunteers
- Course 4: Training Volunteers
- Course 5: Supervising Volunteers
- Course 6: Evaluating Your Volunteer Program

Overview of Course Curriculum:

Course 1: Understanding Volunteering

- Elements of Planning and Managing a Volunteer Program
- Characteristics of Organizations that Effectively Use Volunteers
- Current Trends in Volunteering/How People are Volunteering in America
- Social Motivators: Why People Volunteer

Course 2: Planning a Volunteer Program

- Needs Assessment
- Mission, Vision, Purpose
- Key Elements of Budget
- Position Descriptions

Course 3: Recruiting and Placing Volunteers

- Steps to Effectively Recruit & Place Volunteers
- Volunteer Position Descriptions: Review and Revise
- Volunteer Position Descriptions: Sell Benefits & Share Features
- Matching Individuals to Positions
- Risk Management

Course 4: Training Volunteers

- Importance of Effective Training for Volunteers
- Steps to Training Volunteers
- Identifying Training Needs
- Designing Training Events

Course 5: Supervising Volunteers

- Importance of Supervision
- Steps to Supervising Volunteers
- Defining and Communicating Clear Expectations
- Guiding Volunteers
- Ensuring Volunteers Feel Rewarded
- Supervision Challenges

Course 6: Evaluating Volunteer Programs

- Importance of Evaluation and How Evaluation Leads to Long-term Success
- Pre-Assessment of Readiness to Conduct Volunteer Program Evaluations
- Steps to Evaluating a Volunteer Program
- Deciding What to Track
- Collecting Data
- Evaluation Challenges
- Turning Data into Results