AGREEMENT

This Agreement is entered into this _____ day of _____ , 2006 between LEON COUNTY, FLORIDA, a Charter-County and Political Sub-division of the State of Florida(hereafter "LEON COUNTY") and APALACHEE CENTER, INC., (hereafter "APALACHEE) a non-profit entity located at 2634-J Capital Circle NE, Tallahassee, FL 32302.

WHEREAS, APALACHEE has for a number of years contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

WHERAS, Section 394.76, Florida Statues, requires that state funds expended for mental health, alcohol and drug abuse services, subject to certain specified exemptions, be matched on a 75% to 25% state to local basis; and

WHEREAS, the local governing body is required to provide that amount of funds when added to other available local matching funds, is necessary to match state funds; and

WHEREAS, APALACHEE has identified certain funds raised and expended by it as matching funds which it agrees may be used by LEON COUNTY to reduce the amount of matching funds it is obligated to provide; and

WHEREAS, APALACHEE has at all relevant times asserted that such expenditures were an advancement against an obligation owed by LEON COUNTY; and

WHEREAS, LEON COUNTY is desirous of continuing its long and harmonious relationship with APALACHEE CENTER, INC.

NOW, THEREFORE, APALACHEE CENTER, INC. AND LEON COUNTY, FLORIDA, agree as follows:

(1) Commencing October 1, 2006 through September 30, 2007, LEON COUNTY will provide APALACHEE with matching funds in the amount of $614,580 to be paid in twelve (12) successive monthly payments.

(2) APALACHEE agrees to seek other funding from other local governing bodies in accordance with Florida Law.

(3) The parties agree to an audit at the election of the LEON COUNTY. In the event of such audit, the auditor will be selected and paid for by the LEON COUNTY; however, the auditor must comply with Generally Accepted Accounting Principles (GAAP).

(4) APALACHEE agrees to submit a report to include demographic data and the number of clients served, clients denied admission and reason for denial and referral information on a quarterly basis and to submit invoices monthly.

(5) A material breach of this agreement by either party would entitle the other to pursue any and all remedies and to assert all defenses which would have been available to either in the absence of such agreement.

(6) Nothing in this agreement shall be construed as establishing or creating a relationship of agency, partners or employment between the parties, or as constituting either party as the agent or representative of the other for any purpose. APALAHACHEE is not authorized to bring LEON COUNTY to any contract or other obligations, and shall not *expressly or impliedly represent* to any party that APALACHEE is the agent or representative of LEON COUNTY.

(7) APALACHEE agrees to indemnify and hold harmless LEON COUNTY from claims, damages liabilities, or suites of any nature arising out of, because of, or due to the breach of this agreement by APALACHEE, its delegates, agents, employees, or due to any acts occurrence of the omission or commission of APALACHEE, included but not limited to costs and a reasonable attorney's fee. LEON COUNTY may at its sole option, defend itself or allow APALACHEE to provide the defense. APALACHEE acknowledges that Ten Dollars ($10) of the amount to be paid to the APALACHEE is sufficient consideration for APALACHEE indemnification of LEON COUNTY.

(8) This agreement shall be governed by, construed, and enforced in accordance to the laws of the State of Florida.

(9) In accordance with Section 287.133, Florida Statues, APALACHEE certifies to the best of its knowledge that neither APALACHEE nor its affiliates have been convicted of a public entity crime. Violation of the section by APALACHEE shall be grounds for cancellation of this agreement by LEON COUNTY.

(10) The performance of LEON COUNTY of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by LEON COUNTY or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

ATTESTED BY:

BY Virginia H. Kelly
Chief Financial Officer

APALACHEE CENTER FOR
HUMAN SERVICES, INC.

BY
President, CEO

LEON COUNTY, FLORIDA

BY_____
C.E. DePuy, Jr., CHAIRMAN
BOARD OF COUNTY
COMMISIONERS

ATTESTED BY:
CLERK OF COURT

BY_____

APPROVED AS TO FORM
COUNTY ATTORNEY'S OFFICE

_____
Herbert W. A. Thiele, Esq.
County Attorney