

GMS Application: 2009-F3418-FL-SB

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as the CITY, Leon County, hereafter referred to as the COUNTY, and the Leon County Sheriff's Office, hereafter referred to as LCSO.

WHEREAS, the CITY and COUNTY have applied for and expect to receive an award of funds from a Recovery Act Justice Assistance Grant, hereafter referred to as Recovery Act JAG, based on Grant Application 2009-F3418-FL-SB that was authorized for funding by the U. S. Department of Justice; and

WHEREAS, the CITY and COUNTY, following Recovery Act JAG program requirements, have approved the allocation of the approved grant award in the amount of \$890,869; and

WHEREAS, the CITY and COUNTY find that the division of responsibilities for the performance of this Agreement is in the best interests of both parties and that the division of costs fairly compensates each party.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

### 1. Program Coordination and Funding Allocation

The CITY agrees to act as the administrative agency for the FY09 Recovery Act JAG. In this capacity the CITY will receive all funding from the U.S. Department of Justice and be responsible for completing and submitting all financial and performance reports required by the Recovery Act JAG program.

In recognition of the CITY's agreement to act as the FY09 Recovery Act JAG administrative agency, both the CITY and the COUNTY agree that all interest earnings generated through the FY09 Recovery Act JAG award will be allocated to the CITY.

Funds awarded pursuant to Recovery Act JAG Grant Application 2009-F3418-FL-SB will be allocated as follows:

PROGRAM	FEDERAL FUNDING
Juvenile Assessment Center (3-yr Contract)	\$210,000
<b>Leon County</b>	
Enhanced Pretrial Monitoring Program	\$124,000
<b>Leon County Sheriff's Office</b>	
Law Enforcement Equipment	\$278,434
<b>City of Tallahassee</b>	
Law Enforcement Equipment	\$278,435
<b>Total</b>	<b>\$890,869</b>

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Funding for the designated programs will be used to accomplish the following:

- *Juvenile Assessment Center* – The CITY will enter into a contract with DISC Village, Inc. The contract will support salary for booking officers assigned by DISC Village to the Juvenile Assessment Center Booking Unit over a period of 3 years. (\$210,000)
- *Enhanced Pretrial Monitoring Program* – Leon County will provide monitoring specialists for the coordination of GPS tracking services and required day-to-day monitoring of GPS tracked offenders. Funding will support salary, benefits, and overtime for 2 monitoring specialists. (\$124,000)
- *Leon County Sheriff's Office Law Enforcement Equipment* – The Leon County Sheriff's Office will purchase mobile data computers. (\$278,434)
- *Tallahassee Police Department Law Enforcement Equipment* – The Tallahassee Police Department will purchase surveillance equipment, rifles and in-car mounts, forensic/crime scene equipment, intelligence database software, training evaluation software, crime analysis software, parking ticket devices, mobile data computers, and upgrades to the City of Tallahassee area command center. (\$278,435)

2. **Time of Performance**

This Agreement will be effective from June 1, 2009, through September 30, 2012.

3. **Amount and Method of Payment**

The CITY agrees to establish an interest bearing trust fund for the deposit of Recovery Act JAG funds and will ensure that funds from any award under the Recovery Act JAG are not commingled with funds from any other source.

The CITY agrees to reimburse the COUNTY the sum of \$124,000 and LCSO the sum of \$278,434. The CITY agrees to reimburse the COUNTY and LCSO within twenty (20) working days after receipt of a reimbursement request. The COUNTY and LCSO shall submit quarterly reimbursement requests to the Tallahassee Police Department no later than 5 calendar days following the end of each quarter in which expenditures occurred. Said requests shall contain a detailed description of each line item expenditure incurred during the reporting period, shall be accompanied by supporting documentation, and shall be signed by the appropriate authorized representative.

The CITY reserves the right to deny approval of a reimbursement request, or any portion thereof, if the request is inconsistent with the type of expenditure listed in Paragraph 1, Program Coordination and Funding Allocation, if documentation in support of the expenditure is insufficient, or if the amount requested exceeds the amount of funds budgeted.

4. **Special Conditions**

In accordance with the provisions of this grant award pursuant to Grant Application 2009-F3418-FL-SB, the CITY, the COUNTY, and LCSO shall comply with all terms, conditions, and procedures of any special condition(s) included as part of the grant award, as required by the U.S. Department of Justice and part of the Recovery Act JAG program.

**5. Records and Reporting**

The CITY shall be required to maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by the CITY. The CITY's records shall be subject to review by the U.S. Department of Justice as stipulated in the provisions of the Recovery Act JAG grant award.

The COUNTY and LCSO shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by them. The COUNTY's and LCSO's records shall be subject to inspection by the CITY, or its designee, at all reasonable times. The COUNTY and LCSO shall preserve and make its records available to the CITY, if requested, for a minimum of three (3) years following the closure of the CITY's most recent audit report of Recovery Act JAG funds received pursuant to Recovery Act Grant Application 2009-F3418-FL-SB.

The COUNTY and LCSO shall make quarterly programmatic reports to the CITY no later than 5 calendar days following the end of the quarter which is the subject of the report. The programmatic reports shall reflect the progress made during the reporting period toward accomplishing the goals outlined in Paragraph 1 of this Agreement.

Consistent with the Recovery Act Accountability and Transparency provisions, the CITY shall submit programmatic and financial reports to the U.S. Department of Justice within 10 calendar days after the end of each calendar quarter, starting July 10, 2009.

**6. Audit Requirements**

The CITY shall be subject to audit requirements per the grant awarded by the U.S. Department of Justice subsequent to Recovery Act Grant Application 2009-F3418-FL-SB.

If the COUNTY or LCSO expend less than \$500,000 in a fiscal year from CITY awards, they are exempt from CITY audit requirements for that year. If the COUNTY or LCOS expend \$500,000 or more in a fiscal year from CITY, State, and Federal awards, an independent public accountant shall be employed to conduct a financial compliance audit of its records. In addition to the above, the COUNTY and LCSO shall provide the Tallahassee Police Department and the City Auditor, for their review, a copy of any audit received as a result of the COUNTY's or LCSO's policy; US Office of Management and Budget Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the Tallahassee Police Department and the City Auditor within 30 days of receipt of each issued report.

The CITY reserves the right to conduct financial and program monitoring of all awards to the COUNTY and LCSO and to perform an audit of all records. An audit by the CITY may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

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**7. Amendments**

The CITY, the COUNTY, and LCSO may desire changes in the scope of work or services to be provided under this Agreement. Such changes, including any increases or decreases in funding which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. Only such written amendments shall be valid and binding on the parties.

**8. Termination**

This Agreement can be terminated by any party upon thirty (30) days' written notice.

**9. Assignment and Binding Effect**

The COUNTY or LCSO shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of all parties to this Agreement. The CITY, the COUNTY, and LCSO each bind itself and its partners, successors, legal representatives, and assigns to such other party, in respect to all covenants of this Agreement.

**10. Attorney Fees**

Nothing in this Agreement shall be construed to deny any party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

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IN WITNESS THEREOF, the CITY, the COUNTY, and LCSO have executed this Agreement as of the date first above written.

CITY OF TALLAHASSEE

LEON COUNTY

LEON COUNTY  
SHERIFF'S OFFICE

\_\_\_\_\_  
Anita Favors Thompson  
City Manager

\_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

\_\_\_\_\_  
Larry Campbell  
Sheriff

ATTEST:

ATTEST:

ATTEST:

\_\_\_\_\_  
Gary Herndon  
City Treasurer-Clerk

\_\_\_\_\_  
Robert B. Inzer  
Clerk of the Court

\_\_\_\_\_  
Scott Bakotic  
Chief Administrative Officer

APPROVED AS TO FORM

APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
James R. English  
City Attorney

\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

\_\_\_\_\_  
Alan Griner  
Legal Advisor