AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2009, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and FLORIDA BAPTIST CHILDREN'S HOME, a not-for-profit Florida corporation, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the Leon County Board of County Commissioners voted to accept the Agency as the lead agency on _____ ____, 2009.

WHEREAS, §320.08058(29), Florida Statutes, provides for the allocation of funds by the County generated from the sale of the specialty license plate entitled "Choose Life" ; and,

WHEREAS, §320.08058(29), Florida Statutes, dictates that the County may not distribute funds to any agency that is involved or associated with any pro-abortion activities.

WHEREAS, §320.08058(29), Florida Statutes, states that funds may not be allocated to any agency that charges women for services received.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED.

The AGENCY, in accordance with the terms and conditions of this Agreement, agrees to provide the following services: counseling and assisting the physical needs of pregnant women who are committed to placing their children for adoption all in accordance with the requirements of Section 320.08058(29), Florida Statutes.

The AGENCY must use at least 70 percent of the funds received under this agreement to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.

The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal, or capital expenditures.

2. QUALITY OF WORK.

In performing any work under this Agreement, the AGENCY shall provide competent counseling and medical services. Competent counseling and medical services requires the medical knowledge, skill, thoroughness and preparedness reasonably necessary for those services. The AGENCY'S business relationships outside of this Agreement shall not interfere with the performance of the services specified in paragraph numbered 1 hereof.

3. TERM.

This agreement shall be effective from August1, 2009 until July 30, 2010.

4. COMPENSATION.

The COUNTY agrees to disburse FY 08/09 funds in the amount of $16,284 in a lump sum payment to the AGENCY.

5. STATUS.

The AGENCY and all employees thereof, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the AGENCY or its employees nor any employees or subcontractors of the AGENCY be considered to be employees of Leon County.

6. ASSIGNMENT.

This agreement shall not be assigned or sublet as a whole or in part by the AGENCY without the prior written consent of the COUNTY nor shall the AGENCY assign any monies due or to become due to the AGENCY hereunder without prior express written consent of the COUNTY. This paragraph not withstanding, the COUNTY agrees that the AGENCY may distribute funds to affiliated agencies on the condition that the AGENCY, as lead, provides assurances to the COUNTY that the sub-agencies shall utilize the funds in accord with the requirements of Section 320.0805(29), Florida Statutes; and comply with all other requirements set forth in this Agreement, including but not limited to the insurance requirements and audit requirements set forth in paragraphs ten (10) and eleven (11), below.

7. CONTACT PERSONS.

(a) The contact person for Leon County shall be:

Tongela Davis
Human Services Analyst
Leon County Division of Health and Human Services
918 Railroad Ave.
Tallahassee, Florida 32310

(b) The contact person for the AGENCY shall be:

Bobby Musselwhite
President, Board of Directors
8415 Buck Lake Road
Tallahassee, Florida 32317

8. LICENSES.

The AGENCY shall maintain all licenses that are necessary to fulfill the obligations and conditions of this Agreement.

9. CONFIDENTIALITY.

Both parties hereby acknowledge that in exchanging, storing, processing or otherwise dealing with information about patients as covered by this Agreement, they are fully bound by the federal and state laws governing confidentiality of patients' information and patients' privacy rights.

10. INSURANCE.

The AGENCY shall provide written verification of professional liability insurance coverage that includes the County as an additional insured. The AGENCY must hold the coverage at all times during the existence of this Agreement in an amount approved by the county.

11. AUDIT.

(a) The AGENCY agrees to maintain adequate supporting documents to properly account for the money so provided. The AGENCY agrees to provide annual performance data as required by the COUNTY. The AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be required by the COUNTY. For the purpose of such audits, the AGENCY shall retain all records related to this Agreement for a period of three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to laws of the State of Florida.

(b) According to F.S. 320.08062, all organizational recipients of any specialty license plate annual use fee, not otherwise subject to an annual audit by the Office of Auditor General, shall submit an annual audit of the expenditures of annual use fees and interest earned from these fees to determine if expenditures are being made in accordance with the specifications outlined by law.

(c) According to F.S. 320.08062, in lieu of an annual audit, any organization receiving less than $25,000 in proceeds, may annually report in a format previously approved by the Department of Highway Safety and Motor Vehicles that such proceeds were used in compliance with 320.08056 and 320.08058. The AGENCY shall submit, within fifteen (15) working days after the end of the fiscal year, an annual report by the Department of Highway Safety and Motor Vehicles.

(d) Within 90 days after receiving an organization's audit or report, the Department of Highway Safety and Motor Vehicles shall determine which recipients of revenue from specialty license plate annual use fees have not complied with F.S. 320.08056 and F.S. 320.08058. If the department determines that an organization has not complied or has failed to use the revenues in accordance with F.S. 320.08056 and F.S. 320.08058, the Department of Highway Safety and Motor Vehicles must discontinue the distribution of the revenues to the organization until the Department of Highway Safety and Motor Vehicles determines that the organization has complied. If an organization failed to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.

(e) The Auditor General and the department have the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

12. REVISIONS.

In any case where, in fulfilling the requirements of this Agreement or of any guaranty, embraced and/or required thereby, it is necessary for the AGENCY to deviate from the requirements of this Agreement, the AGENCY shall obtain the express prior written consent of the COUNTY.

13. CONSTRUCTION.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Agreement or as a result thereof, shall lie in Leon County, Florida.

14. INDEMNIFICATION.

The AGENCY shall indemnify, defend, save and hold the COUNTY, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes or actions which may arise from any willful misconduct, or negligent act or omission of the AGENCY or its agents or employees, whether intentional or unintentional.

The COUNTY agrees to pay the AGENCY the sum of Ten Dollars ($10.00) and other good and valuable consideration as specified consideration for the above-stated indemnification in full accordance with the provisions of §725.06, Florida Statutes. Furthermore, the AGENCY acknowledges that the contract price for such services includes said consideration for the indemnification provisions.

15. CANCELLATION.

This Agreement may be terminated by the COUNTY with or without cause by giving a minimum of thirty (30) days written notice of intent to terminate, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions, specified in this Agreement.

Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the County.

16. EFFECTIVE DATE.

The effective date of this contract shall be August 1, 2009. This contract shall expire July 30, 2010.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and first year written above.

FOR
COUNTY:

LEON COUNTY, FLORIDA

BY:_____
Parwez Alam, County Administrator
Board of County Commissioners

ATTEST BY:

_____
CLERK OF THE COURT FOR
LEON COUNTY, FLORIDA

BY:_____
Bob Inzer, Clerk of Court
Leon County, Florida

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
FOR LEON COUNTY

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

FLORIDA BAPTIST CHILDREN'S HOME,

By: _____
Bobby Musselwhite
President, Board of Directors

_____
Witness
(print name)

_____
Witness
(print name)