

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 Justice Assistance Grant, hereafter referred to as JAG, based on Grant Application 2009-H2361-FL-DJ that was authorized for funding by the U. S. Department of Justice; and

WHEREAS, the CITY and COUNTY, following JAG program requirements, have approved the allocation of the approved grant award in the amount of \$216,501; 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 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 JAG program.

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

Funds awarded pursuant to JAG Grant Application 2009-H2361-FL-DJ will be allocated as follows:

PROGRAM	FEDERAL FUNDING
Leon County Sheriff's Office	\$86,600
Law Enforcement Equipment	
City of Tallahassee	\$129,901
Law Enforcement Equipment	
Total	\$216,501

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

- *Leon County Sheriff's Office Law Enforcement Equipment* – The Leon County Sheriff's Office will purchase mobile data computers, to include mounting equipment and installation. (\$86,600)
- *Tallahassee Police Department Law Enforcement Equipment* – The Tallahassee Police Department will purchase surveillance equipment, forensic/crime scene equipment, personal protective hazmat gear, mobile data computers, and digital recorders. (\$129,901)

2. **Time of Performance**

This Agreement will be effective from October 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 JAG funds and will ensure that funds from any award under the JAG are not commingled with funds from any other source.

The CITY agrees to reimburse LCSO the sum of \$86,600. The CITY agrees to reimburse LCSO within twenty (20) working days after receipt of a reimbursement request. 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-H2361-FL-DJ, 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 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 JAG grant award.

LCSO shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by it under this Agreement. LCSO's records referred to in the preceding sentence shall be subject to inspection by the CITY, or its designee, at all reasonable times. LCSO shall preserve and make the above-referenced 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 JAG funds received pursuant to Grant Application 2009-H2361-FL-DJ.

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.

The CITY shall submit quarterly programmatic and financial reports to the U.S. Department of Justice in accordance with JAG grant provision.

6. Audit Requirements

The parties shall be subject to audit requirements per the grant awarded by the U.S. Department of Justice subsequent to Grant Application 2009-H2361-FL-DJ.

If LCSO expends less than \$500,000 in a fiscal year from CITY awards, it is exempt from CITY audit requirements for that year. If LCSO expends \$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, LCSO shall provide the Tallahassee Police Department and the City Auditor, for their review, a copy of any audit received as a result of LCSO 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 a financial or program audit of all records related to this Agreement. An audit by the CITY, as referenced above, 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.

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.

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