

AGREEMENT

This Agreement is entered into this _____ day of _____, 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY) and the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as the CITY, and the Leon County Sheriff's Office, hereafter referred to as LCSO.

WHEREAS, the COUNTY and CITY have applied for and expect to receive an award of funds from a Justice Assistance Grant, hereafter referred to as JAG, based on Grant Applications 2010-JAGC-LEON-1-4X-005, 2010-JAGC-LEON-2-4X-171 and 2010-JAGC-LEON-3-4X-152 that were authorized for funding by the Florida Department of Law Enforcement; and

WHEREAS, the COUNTY and CITY, following JAG program requirements, have approved the allocation of the approved grant award in the amount of \$199,836; and

WHEREAS, the COUNTY and CITY 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 COUNTY agrees to act as the administrative agency for the JAG. In this capacity the COUNTY will receive all funding from the Florida Department of Law Enforcement and be responsible for completing and submitting all financial and performance reports required by the JAG program.

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

Funds awarded pursuant to JAG Grant Applications 2010-JAGC-LEON-1-4X-005, 2010-JAGC-LEON-2-4X-171 and 2010-JAGC-LEON-3-4X-152 will be allocated as follows:

PROGRAM	FEDERAL FUNDING
Leon County Sheriff's Office	
Internet Crimes Against Children	\$65,000
City of Tallahassee	
Law Enforcement Equipment	104,836
Leon County	
Felony Drug Court	30,000
Total	\$199,836

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2. Time of Performance

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

3. Amount and Method of Payment

The COUNTY 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 COUNTY agrees to reimburse the CITY the sum of \$104,836 and LCSO the sum of \$65,000. The COUNTY agrees to reimburse the CITY and LCSO within twenty (20) working days after receipt of a reimbursement request. The CITY and LCSO shall submit quarterly reimbursement requests to the Leon County Grants Office 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 COUNTY 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 Applications 2010-JAGC-LEON-1-4X-005, 2010-JAGC-LEON-2-4X-171 and 2010-JAGC-LEON-3-4X-152, the COUNTY, the CITY, 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 Florida Department of Law Enforcement and part of the JAG program.

5. Records and Reporting

The COUNTY 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 COUNTY. The COUNTY's records shall be subject to review by the Florida Department of Law Enforcement as stipulated in the provisions of the Recovery Act JAG grant award.

The CITY 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 under this Agreement. The CITY's and LCSO's records referred to in the preceding sentence shall be subject to inspection by the COUNTY, or its designee, at all reasonable times. The CITY and LCSO shall preserve and make the above-referenced records available to the COUNTY, if requested, for a minimum of three (3) years following the closure of the COUNTY's most recent audit report of JAG funds received pursuant to

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Grant Applications 2010-JAGC-LEON-1-4X-005, 2010-JAGC-LEON-2-4X-171 and 2010-JAGC-LEON-3-4X-152.

The CITY and LCSO shall make quarterly programmatic reports to the COUNTY 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.

6. Audit Requirements

The parties shall be subject to audit requirements per the grant awarded by the Florida Department of Law Enforcement subsequent to Grant Applications 2010-JAGC-LEON-1-4X-005, 2010-JAGC-LEON-2-4X-171 and 2010-JAGC-LEON-3-4X-152.

If the CITY or LCSO expend less than \$500,000 in a fiscal year from COUNTY awards, they are exempt from COUNTY audit requirements for that year. If the CITY or LCSO expend \$500,000 or more in a fiscal year from COUNTY, 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 CITY and LCSO shall provide the Leon County Grants Office and the County Auditor, for their review, a copy of any audit received as a result of the CITY'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 Leon County Grants Office and the County Auditor within 30 days of receipt of each issued report.

The COUNTY reserves the right to conduct a financial or program audit of all records related to this Agreement. An audit by the COUNTY, 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 COUNTY, the CITY, 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

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

LEON COUNTY

CITY OF TALLAHASSEE

LEON COUNTY
SHERIFF'S OFFICE

Parwez Alam
County Administrator

Anita Favors Thompson
City Manager

Larry Campbell
Sheriff

ATTEST:

ATTEST:

ATTEST:

Robert B. Inzer
Clerk of the Court

Gary Herndon
City Treasurer-Clerk

Scott Bakotic
Chief Administrative Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM

APPROVED AS TO FORM

Herbert W. A. Thiele, Esq.
County Attorney

James R. English
City Attorney

Alan Griner
Legal Advisor