FIRST AMENDED COOPERATIVE AGREEMENT BETWEEN LEON COUNTY AND THE FLORIDA STATE UNIVERSITY, acting for and on behalf of The Florida State University Board of Trustees

THIS AGREEMENT, made as of the _____ day of _____, 2010, by and between LEON COUNTY ("Leon County") and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of The Florida State University Board of Trustees (."University")

WITNESSETH

WHEREAS, on April 11, 2008, Leon County and University entered into a Cooperative Agreement (the "April 11, 2008 Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Leon County and University wish to amend the April 11, 2008 Agreement to incorporate the various revisions and additions as set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, University and Leon County hereby agree as follows:

1. Unless revised, replaced, or otherwise modified by the provisions hereinbelow, the April 11, 2008 Agreement shall remain in full force and effect, and shall be incorporated herein by this reference to collectively become the First Amended Memorandum of Understanding (hereinafter referred to as the "Agreement").

2. This Agreement shall hereafter replace and supersede the April 11, 2008 Agreement.

3. The April 11, 2008 Agreement shall be amended, as follows:

   a. Paragraph 6., Term of Agreement, shall be revised and replaced by the following paragraph:

      6. Term of Agreement. This Agreement shall become effective April 1, 2008, and shall terminate on May 31, 2011, unless otherwise sooner terminated as provided herein. Either party may terminate this Agreement at any time and without cause, upon at least thirty (30) days written notice, delivered by certified mail, telegram or in person to the other party.

4. This Agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

UNIVERSITY:

THE FLORIDA STATE UNIVERSITY, acting for and on behalf of The Florida State University Board of Trustees

By: _____
Lawrence G. Abele
Provost and Executive Vice President for Academic Affairs

LEON COUNTY:

LEON COUNTY, FLORIDA

By: _____
Bob Rackleff, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court,
Leon County, Florida

By: _____

Approved as to Form:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele, Esq.

Exhibit "A"

COOPERATIVE AGREEMENT BETWEEN LEON COUNTY AND THE FLORIDA STATE UNIVERSITY acting for and on behalf of The Florida State University Board of Trustees

This agreement is made and entered into by and between **LEON COUNTY** located in Tallahassee, Florida and **THE FLORIDA STATE UNIVERSITY** ("University"), acting for and on behalf of The Florida State University Board of Trustees, located in Tallahassee, Florida 32306.

W I T N E S S E T H:

WHEREAS, University operates an educational program in the profession of psychology; and

WHEREAS, LEON COUNTY is undertaking the administration of a mental health court program; and

WHEREAS, University desires to provide its psychology graduate students a learning experience through the application of knowledge and skills; and

WHEREAS, LEON COUNTY has agreed to make its organization available to University for such purposes.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibility of University:**

(a) notify all participants in the program that they are responsible for their own health health care and health insurance, that **LEON COUNTY** is in no way responsible or liable for participant's health care or insurance; and

(b) agrees to keep strictly confidential and hold in trust all confidential information and not disclose or reveal any confidential information to any third party without the expressed prior written consent of **LEON COUNTY**, a client, or as may otherwise be required by law.

2. **Responsibility of LEON COUNTY :**

(a) provide weekly supervision for students;

(b) provide emergency care and treatment as is reasonably available at **LEON COUNTY** to the student in the program in the event an emergency situation arises during the hours the student is engaged in work at **LEON COUNTY.** A student receiving such emergency care and treatment shall be liable for all fees and charges incurred therewith;

(c) agrees to the extent it maintains records regarding students' applied experiences, that it shall not release, except to the University or its agent or employees, such personal information contained therein, without the written consent of the student or as otherwise provided in Section 1002.22, Florida Statutes; and

(d) **LEON COUNTY** will reimburse the University's Department of Psychology for evaluation support services provided by psychology graduate students at the rate of $16.00 per hour and will also reimburse for the cost of materials necessary to the provision of services. Although reimbursement will be based on student hours worked and the cost of materials, reimbursement for this period (annually) will not exceed $11,000.

3. Withdrawal of Students: If **LEON COUNTY** determines that a student's activities while participating in the program are contrary to the general operations and policies of **LEON COUNTY**, then **LEON COUNTY** agrees to immediately inform the University by written notification of said concerns, specifying which policies, procedures and/or general operations are in question and make a recommendation as to what action should be taken to remedy the situation. Should **LEON COUNTY**, in its sole discretion, determine that the actions or behavior of a student is disruptive, unsafe or otherwise unacceptable, **LEON COUNTY** shall request a conference with representatives of the University within five (5) days of the incident to determine an appropriate course of action to resolve the problem.

4. Independent Contractor: The parties hereby acknowledge that they are independent contractors, and neither University nor any of its agents, representatives, students, or employees shall be considered agents, representatives, students or employees of **LEON COUNTY.** In no event shall this agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. University shall be liable for its own debts, obligations, acts and omissions.

5. Indemnification: Both parties hereto mutually agree and it is hereby understood that University, as a public corporation of the State of Florida, is governed by Section 768.28, Florida Statutes, regarding any claims for personal injury or property damage.

6. Term of Agreement: This Agreement shall become effective April 1, 2008 , and shall terminate on to June 30, 2010, unless otherwise sooner terminated as provided herein. Either party may terminate this Agreement at any time and without cause, upon at least thirty (30) days written notice, delivered by certified mail, telegram or in person to the other party.

7. **Modification:** This Agreement shall not be changed, modified, or amended except by written notice signed by the parties here to.

8. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms.

9. **No Waiver:** Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

10. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of Florida and the rules and regulations of The Florida State University, acting for and on behalf of The Florida State University Board of Trustees.

11. **Assignment:** Neither party shall assign this Agreement without the prior consent of the other party.

12. **Discrimination:** Neither party shall discriminate on the basis of color, race, sex, disability, nationality or religion in regard to the provisions of this Agreement. In the event such discrimination occurs, then the non-discriminating party may terminate this Agreement, immediately by written notice to the other party.

13. **Litigation Expenses:** In the event of litigation between **LEON COUNTY** and University arising from any provision of this Agreement, each party shall bear its own costs and expenses, including attorney fees.

14. **University Account Number:**

All checks or payments made by Leon County shall be made payable to The Florida State University, account #089004-320, and mailed to Dr. Ellen Berler, Florida State University, Department of Psychology, 1107 West Call Street, P.O. Box 3064301, Tallahassee, FL 32306-4301.

15. **Entire Agreement:** This Agreement set forth the entire Agreement and understanding between the parties as to the matters contained herein, and no party shall be bound by a condition, definition, warranty, or representative other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinafter written.

THE FLORIDA STATE UNIVERSITY
acting for and on behalf of The Florida State University Board of Trustees

BY: Lawrence G. Abele
Lawrence G. Abele
Provost and Executive Vice President for Academic Affairs

DATE 4-11-08

LEON COUNTY

LEON COUNTY, FLORIDA

BY: Jane G. Sauls
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:

Approved as to Form:
Leon County Attorney's Office

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