

FIRST AMENDED
CRISIS INTERVENTION TEAM TRAINING
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made as of the ____ day of _____, 2010, by and between Larry Campbell, as Sheriff of Leon County, Florida, a Constitutional Officer of the State of Florida, for the LEON COUNTY SHERIFF'S OFFICE, located at 2825 Municipal Way, Tallahassee, FL 32304 ("Sheriff"), and LEON COUNTY, FLORIDA, charter county and political subdivision of the State of Florida, located at 301 South Monroe Street, Tallahassee, FL 32301 ("County").

WITNESSETH

WHEREAS, on April 11, 2008, County and Sheriff entered into a Memorandum of Understanding for Crisis Intervention Team Training (the "April 11, 2008 Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, County and Sheriff 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, Sheriff and 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 2., Time of Performance, shall be revised and replaced by the following paragraph:
 2. Time of Performance. This Agreement will be effective from April 1, 2008 through May 31, 2011.
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.

SHERIFF:

LEON COUNTY SHERIFF'S OFFICE

By: _____
Larry Campbell
Sheriff

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.

Approved as to Form:
Leon County Sheriff's Office
Legal Counsel

By: _____
W. Alan Griner, Esq.

**CRISIS INTERVENTION TEAM TRAINING
MEMORANDUM OF UNDERSTANDING**

This Agreement is entered into this 11th day of April, 2008, by and between Larry Campbell, as Sheriff of Leon County, Florida, a Constitutional Officer of the State of Florida, for the LEON COUNTY SHERIFF'S OFFICE, located at 2825 Municipal Way, Tallahassee, Florida 32304 (hereinafter referred to as the SHERIFF, and LEON COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as the COUNTY).

WHEREAS, the COUNTY has applied for and received a Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant from Florida Department of Children and Families in support of initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have mental illness, substance abuse disorder or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice; and

WHEREAS, the grant provides funding in support of Crisis Intervention Team training for public safety communication officers; and

WHEREAS, the grant is intended to be a 3-year grant, with year two and year three grant awards contingent upon Florida Department of Children and Families funding availability.

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

1. Scope of Services

The SHERIFF agrees to enroll Leon County Sheriff's Office public safety communication officers in mental health Crisis Intervention Team training and education classes as approved by the grantor. Enrollment shall be limited to classes occurring within time periods specified by the provisions of the grant award.

2. Time of Performance

This Agreement will be effective from April 1, 2008, and run through June 30, 2010.

3. Amount and Method of Payment

The COUNTY agrees to reimburse the SHERIFF for overtime costs paid to public safety communication officers while in attendance at mental health Crisis Intervention Team training and education classes. The number of overtime hours reimbursed shall not exceed the number of hours spent in classes.

~~The COUNTY agrees to reimburse the SHERIFF for overtime costs paid to public safety communication officers who must assume the duties of a class attendee who occupies a position~~

governed by minimum staffing levels. The number of overtime hours reimbursed shall not exceed the number of regularly scheduled work hours of the class attendee.

The SHERIFF agrees that fringe benefits attached to overtime compensation are not eligible for reimbursement.

The COUNTY agrees to reimburse the SHERIFF an amount not to exceed \$11,980 in year one of the grant, \$12,579 in year two of the grant, and \$13,208 in year three of the grant. Year two and year three reimbursement amounts are contingent upon Florida Department of Children and Families funding availability and subject to modification in accordance with actual grant award amounts.

The COUNTY agrees to reimburse the SHERIFF within twenty (20) working days after receipt of a reimbursement request from the SHERIFF. In order to receive reimbursement for expenses, the SHERIFF shall submit a quarterly reimbursement request to the COUNTY no later than twenty (20) working days following the end of a quarter. Said request shall contain a detailed description of each overtime expenditure incurred during the reporting period, shall be accompanied by supporting documentation, and shall be signed by an authorized representative of the SHERIFF.

The SHERIFF shall include a quarterly programmatic report with each financial reimbursement request. The programmatic reports shall reflect the progress made during the reporting period toward accomplishing the goals outlined in Paragraph 1 of this Agreement.

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 covered by Paragraph 1, Scope of Services, if documentation in support of the expenditure is insufficient, or if the amount requested exceeds the amount of funds budgeted.

4. Records and Reporting

The SHERIFF shall maintain complete, accurate, and adequate books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts expended and eligible for reimbursement by the COUNTY. The SHERIFF's records shall be subject to inspection by the COUNTY, or its designee, at all reasonable times.

The SHERIFF shall preserve and make its records available to the COUNTY, if requested, for a minimum of six (6) years after the starting date of the COUNTY's grant Memorandum of Understanding with Florida Department of Children and Families, or if audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

5. Audit Requirements

The COUNTY reserves the right to conduct financial and program monitoring of all awards to the SHERIFF and to perform an audit of all records. An audit by the COUNTY may encompass

an examination of all financial transactions, accounts, and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

6. Amendments

The SHERIFF and the COUNTY may desire changes in the scope of work or services to be provided by the SHERIFF/COUNTY 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.

7. Termination

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

8. Indemnification

Subject to, and without waiving sovereign immunity, the party's, shall indemnify, save, and hold the other party harmless from any and all actions, claims, and liabilities arising from or out of the other party's performance or lack of performance under this Agreement. Should one party, as a result of the other party's performance or lack thereof, be required to reimburse any sums to any individual or agency, or should one party be required to expend funds to complete or correct performance of the other party under this Agreement, the party shall immediately refund and reimburse the other for all sums so expended.

9. Assignment and Binding Effect

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

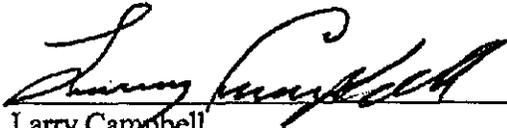
10. Attorney Fees

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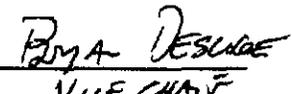
IN WITNESS THEREOF, the SHERIFF and the COUNTY have executed this Agreement as of the date first above written.

LEON COUNTY SHERIFF'S OFFICE



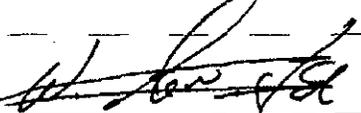
Larry Campbell
Sheriff

LEON COUNTY COMMISSION

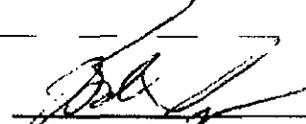
Jane Sauls, Chairperson BMA DESJARD
Board of County Commissioners VICE CHAIR

APPROVED AS TO FORM



W. Alan Griner, Esq.
Legal Counsel
Leon County Sheriff's Office

ATTEST:



Robert B. Inzer
Clerk of the Court



APPROVED AS TO FORM:



Herbert W. A. Thiele, Esq.
County Attorney