

AGREEMENT

THIS AGREEMENT is entered into this ___ day of April 2011, by and between **THE OASIS CENTER FOR WOMEN & GIRLS, INC.**, a Florida nonprofit corporation (hereinafter referred to as the Agency), and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County).

WHEREAS, the County established the Leon County Commission on the Status of Women & Girls (the "Commission") on April 12, 2011 with the adoption of an enabling resolution setting forth the purpose and goals of the Commission, and

WHEREAS, in exchange for the County's efforts in establishing the Commission, the County desires to engage the Agency to provide administrative support to the Commission.

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. GENERAL CONDITIONS

1. **Scope of Services at No Cost to County:** In exchange for the County's efforts in establishing the Commission, the Agency, at no cost to the County, shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, administrative support to the Commission which shall include but not be limited to:
 - A. Staffing and Scheduling
 - B. Coordination
 - C. Liaison/Communication with the County
 - D. Prepare all necessary documents when needed
 - E. Perform all necessary functions and requirements of the Chapter 286 (Sunshine Law), Chapter 112, Part III (Code of Ethics), and Chapter 119 (Public Records Law) of the Florida Statutes pertaining to the operation of the Commission.
2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks of the Commission as outlined in the Enabling Resolution Establishing the Leon County Commission on the Status of Women and Girls, a copy of which is attached hereto as Exhibit "A" and by reference is made a part hereof.

3. **Time of Performance:** The Agency shall not commence performance of the Scope of Services, until the Agency has received a written notice to proceed from the County. All work and services required by this Agreement shall be performed between **May 1, 2011, and April 30, 2014**, unless otherwise mutually agreed to in writing by the County and the Agency.

4. **Personnel and Subcontracting:**
 - a. The Agency represents that it has, or will secure at its own expense, all personnel required in performing the Scope of Services (Paragraph A.1.) under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.
 - c. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County.

5. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.

6. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. Notwithstanding such termination, the Agency shall be and remain liable to the County for all damages sustained by, and costs or expenses incurred by the County by virtue of any breach of the Agreement by the Agency.

7. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

8. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.

9. **Indemnification:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.
10. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either 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; provided, however, that nothing in this paragraph shall be construed to be a waiver of the County's sovereign immunity.

B. ASSURANCES

1. **Equal Employment Opportunity:** The Agency shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.
2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County.
3. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other

public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

4. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.

5. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County or its authorized representatives. The Agency shall preserve and make its records available to the County and its authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

6. **Constitutional Prohibition:** The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

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

THE OASIS CENTER FOR WOMEN & GIRLS, INC.:

Witness as to Agency

By: _____

(Type or print name and title of signatory)

Witness as to Agency

ATTEST:
BOB INZER,
CLERK OF THE COURT
LEON COUNTY, FLORIDA

LEON COUNTY, FLORIDA

BY: _____

By: _____
Parwez Alam, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney