AGREEMENT

This Agreement is entered into this _____ day of _____, 2003, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as the CITY, and Leon County, hereafter referred to as the COUNTY.

WHEREAS, the CITY was awarded a Local Law Enforcement Block Grant, and Grant Number 2002-LB-BX-1846 was authorized and funding approved by the United States Department of Justice;

WHEREAS, on September 25, 2002, the CITY approved a commitment for federal funding in the amount of $22,500.00 to services provided by the Adult Drug Court, a program activity recommended by the Law Enforcement Block Grant Advisory Board, which was established to review and make non-binding recommendations regarding the use of block grant funds; and

WHEREAS, the COUNTY coordinates the Adult Drug Court with the Second Judicial Circuit;

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

1. Scope of Services

The COUNTY will coordinate with the Second Judicial Circuit to provide an adult drug court that includes drug treatment services as a component of the program. Treatment services will provide vocational and educational training in conjunction with substance abuse testing and treatment. A minimum of twenty (20) referred offenders will be served by the program over the time period of this Agreement. The adult drug court will refer for treatment services those offenders charged for the first time with a felony drug offense and those charged with a second or third degree felony for the purchase or possession of a controlled substance who have not been previously convicted of a felony or admitted to a pretrial diversion program.

Goals of the program shall include:

- To divert seventy-five (75) first-time felony drug offenders from the traditional sanctions approach (30 to 90 days in jail and two years probation) into this diversionary program.
- To provide drug treatment services in the form of substance abuse treatment evaluation, urinalysis testing, group counseling, and individual counseling for not less than 20 participants.
- To provide a recidivism rate of 10% (the traditional sanction's recidivism rate is 51%).
- To provide a program completion rate of 70%.

2. Time of Performance

Services will be provided under this Agreement from January 1, 2003, through December 31, 2003.

3. **Amount and Method of Payment**

The CITY agrees to establish an interest bearing trust fund for the deposit of all federal and matching funds, pursuant to the provisions of Local Law Enforcement Block Grant Number 2002-LB-BX-1846. The COUNTY agrees to provide matching funds in the amount of $2,500.00 and said matching funds are to be paid to the CITY for deposit into the trust fund no later than 30 days following execution of this Agreement.

The CITY agrees to reimburse the COUNTY the sum of $25,000.00 ($22,500.00 in federal funds, $2,500.00 in matching funds) during the time of performance. The CITY agrees to reimburse the COUNTY within twenty (20) working days after receipt of monthly reimbursement requests from the COUNTY. In order to receive reimbursement for expenses, the COUNTY shall submit a monthly reimbursement request to the Tallahassee Police Department by the 10th day of each month for expenses incurred during the proceeding month. Said request 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 an authorized representative of the COUNTY.

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, 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 COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended, including the local match and interest earned, by the COUNTY. The COUNTY's records shall be subject to inspection by the CITY, or its designee, at all reasonable times. The COUNTY shall preserve and make its 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 Local Law Enforcement Block Grant Funds received pursuant to Grant Number 2002-LB-BX-1846.

The COUNTY shall make monthly programmatic reports to the CITY no later than ten (10) days following the last day of the month 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.

5. **Audit Requirements**

If the COUNTY expends less than $300,000 in a fiscal year from CITY awards, the COUNTY is exempt from CITY audit requirements for that year. If the COUNTY expends $300,000 or more in a fiscal year from either CITY, State, or Federal awards, an independent public accountant shall be employed to conduct a financial compliance audit of its records. In addition to the above, the COUNTY shall provide the Tallahassee Police Department and the City Auditor, for

their review, a copy of any audit received as a result of the COUNTY's policy; US Office of Management and Budget Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations; or Section 216.349, Florida Statues, 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 financial and program monitoring of all awards to the COUNTY and to perform an audit of all records. An audit by the CITY 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.

6. Drug-Free Workplace

The terms, conditions, and procedures contained in the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620, are hereby incorporated and made part of this Agreement. As evidenced by its signature on the Certification of Compliance – Drug-Free Workplace (see Attachment A) the COUNTY agrees to comply with all provisions therein.

7. Lobbying

The terms, conditions, and procedures contained in Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, are hereby incorporated and made part of this Agreement. As evidenced by its signature on the Certification of Compliance – Lobbying (see Attachment B) the COUNTY agrees to comply with all provisions therein.

8. Debarment and Suspension

The terms, conditions, and procedures contained in Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, as defined at 28 CFR Part 67, section 67.510, are hereby incorporated and made part of this Agreement. As evidenced by its signature on the Certification of Compliance – Debarment and Suspension (see Attachment C), the COUNTY agrees to comply with all provisions therein.

9. Special Conditions

The terms, conditions, and procedures contained in the Special Conditions of the CITY's grant award, as amended, are hereby incorporated and made part of this Agreement (see Attachment D). As evidenced by its signature on the Special Conditions, (see Attachment D), the COUNTY agrees to comply with all provisions therein.

10. Amendments

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

11. Termination

This Agreement can be terminated by any party upon thirty (30) days' written notice. In the event this Agreement is terminated prior to its normal expiration date, the CITY will refund to the COUNTY all remaining unexpended matching funds.

12. Indemnification

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

13. Assignment and Binding Effect

The COUNTY 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 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.

14. 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 CITY and the COUNTY have executed this Agreement as of the date first above written.

CITY OF TALLAHASSEE

Anita R. Favors
City Manager

ATTEST:

Gary Herndon
City Treasurer-Clerk

APPROVED AS TO FORM

James R. English
City Attorney

LEON COUNTY

Tony Grippa, Chairman
Board of County Commissioners

ATTEST:

Robert B. Inzer
Clerk of the Court

APPROVED AS TO FORM:

Herbert W. A. Thiele, Esq.
County Attorney

ATTACHMENT A
2002-LB-BX-1846

Certification of Compliance – Drug-Free Workplace

The undersigned hereby certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about (1) The dangers of drub abuse in the workplace; (2) The COUNTY's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;

(e) Notifying the City of Tallahassee in writing, within 10 calendar days after receiving such notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Tony Grippa, Chairman
Board of County Commissioners

Date

ATTACHMENT B
2002-LB-BX-1846

Certification of Compliance – Lobbying

The undersigned hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the COUNTY shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The COUNTY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Tony Grippa, Chairman
Board of County Commissioners

Date

ATTACHMENT C
2002-LB-BX-1846

Certification of Compliance – Debarment and Suspension

The undersigned hereby certifies that it:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the COUNTY is unable to certify to any of the statements in this certification, it shall forward an explanation to the City of Tallahassee with this certification.

Tony Grippa, Chairman
Board of County Commissioners

Date

ATTACHMENT D
2002-LB-BX-1846

SPECIAL CONDITIONS

1. The COUNTY agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The COUNTY agrees to comply with the organizational audit requirements of the Office of Management and Budget (OMB) Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19.

3. The COUNTY agrees that federal funds under this award will be used to supplement but not supplant state or local funds, pursuant to section 101(g) of H.R. 728, 104th Cong. (1995).

4. The COUNTY shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the COUNTY's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

   "This project was supported by Grant No. 2002-LB-BX-1846 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

5. The COUNTY agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice.

6. The COUNTY agrees to assist the Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the COUNTY or by a subrecipient. Accordingly, prior to obligating grant funds, the COUNTY agrees to first determine if any of the following activities will be related to the use of the grant funds. The COUNTY understands that this special condition applies to its following new activities, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the COUNTY, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

   1. New construction;
   2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
   3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,

ATTACHMENT D
2002-LB-BX-1846

SPECIAL CONDITIONS (cont.)

4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

Application of This Special Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipient's existing programs or activities that will be funded with these grant funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. The COUNTY agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The COUNTY further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

Tony Grippa, Chairman
Board of County Commissioners

Date