AGREEMENT

This Agreement is made and entered into the___ day of _____, 2004 by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and the Leon County School Board ("Grantee")

WHEREAS Leon County has been awarded $108,304 by the Department of Justice's Local Law Enforcement Block Grant Program; and

WHEREAS, Leon County has established a special trust fund for this grant; and

WHEREAS, the Grantee has agreed to provide $667 in match; and

WHEREAS, the funding herein is not construed by the Grantee as a continuing obligation on the part of the County;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of the Grantee to fund expenses associated with only those costs as outlined below:

a) Provide $6000 to enhance the School Board's DARE/GREAT programs.

2. The disbursement of funds by the County to the grantee shall be made upon a reimbursement basis. Grantee will incur the costs and seek reimbursement for expenditures from the County.

3. The Grantee is to submit, prior to the disbursement of funds, acceptable documentation demonstrating that the services outlined in the reimbursement request were used for one of the acceptable purposes, listed in Section 1 above.

4. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations, and shall not expressly or implicitly represent to any party that Grantee and County are partners or that Grantee is the agent or representative of the County.

5. The Grantee will provide to the County the following:

a) A certified accounting statement pertaining to the expenditures of funds distributed to the Grantee. The certified accounting statement shall include a separate schedule of revenues and expenditures relative to this contract.

b) A program evaluation which addresses the attainment of program objectives.

6. The Grantee will comply with all applicable laws, ordinances and regulations governing their operations.

7. The Grantee shall comply with the regulations governing the administration of the Department of Justice's LLEBG.

8. The Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act.

9. To the extent permitted by Section 768.28, Florida Statutes and the Florida Constitution, the School Board agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the School Board, its delegates, agents or employees or due to any act of occurrence of omission or commission of the School Board, including but not limited to costs and a reasonable attorney's fee. The County, may at its option, defend itself or allow the school Board to provide the defense.

10. The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

11. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective this date whereon the last party executes this agreement.

WITNESSES:

_____ Grantee: _____

_____ BY: _____
Name
Title

Date: _____

(Corporate Seal)

Leon County, Florida

by: _____
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