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 City of Tallahassee ("Grantee")

WHEREAS Leon County and the City of Tallahassee have been awarded $252,888 by the Department of Justice's Byrne Formula Grant Program; and

WHEREAS, Leon County has elected to administer the Anti-Terrorism Equipment III section of the Byrne Grant; and

WHEREAS, the Grantee has agreed to provide $17,525 in match for the program; 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 those costs as outlined below:

a) Provide $70,099 (including match) for the purchase of the anti-terrorism equipment as identified in the 2004-2005 Byrne Formula Grant Program application.

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 impliedly 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) An 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 Byrne Formula Grant Program..

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: _____
Parwez Alam, County Administrator
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