AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2005, by and between _____(hereinafter referred to as the Agency) and Leon County, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the County).

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of human services to residents of the County; and,

WHEREAS, the Leon County Commission on the 20th day of September 2005, during a regular County Commission meeting, authorized and approved funding in the amount of $_____.

WHEREAS, the County desires to engage the Agency to render, and the Agency desires to render, certain human services to such residents as more specifically described in Attachment A hereto;

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:** The Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services ("Scope of Services") to be undertaken as set forth in **Attachment A: Statement of Work,** which is attached hereto and by reference made a part hereof.

2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks as outlined in **Attachment B: Collaboration Plan**, which is attached hereto and by reference made a part hereof. The specific types of collaborative approaches and partnerships that the Agency will use to enhance its effectiveness in delivering quality services are set forth in such Attachment and shall include, but shall not be limited to, the following:
   - (i) Enhanced coordination and communication among organizations;
   - (ii) Development of interagency referral and tracking systems;
   - (iii) Increased community awareness of available human services and resources;
   - (iv) Concerted, comprehensive efforts to address multiple community needs;
   - (v) Opportunity to impact community-wide social indicators; and
   - (vi) Reduction of duplication of efforts/services.

3. **Program Evaluation:** The Agency's program evaluation requirements under this Agreement are specified in **Attachment C: Program Logic Model and Attachment** and **C1: Outcome Measurement Framework**, which is attached hereto and by reference made a part hereof. The Agency shall participate in training opportunities to enhance its ability to report program outcome measures.

4. **Time of Performance:** The Agency shall not commence performance of the Scope of Services, nor incur any costs or obligations associated with those services, until the Agency has received written notice to proceed from the County. All work and services required by this Agreement shall be performed between **October 1, 2005, and September 30, 2006,** unless otherwise mutually agreed to in writing by the County and the Agency.

5. **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.

6. **Compensation:** The method and amount of compensation to the Agency for the performance of the Scope of Services (Paragraph A.1.) under this Agreement is specified in **Attachment D: Method and Amount of Compensation,** which is attached hereto and by reference made apart hereof. Requests by the Agency for changes in budget line items must be submitted to the County in writing and will be approved or denied by the County in writing within fifteen (15) working days from receipt of the request. Funds paid to the Agency by the County shall be referred to herein as "Grant Funds."

7. **Program Income:** In the event the Agency receives program income as a result of its performance of the required work or services, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the program income. All provisions of this Agreement shall apply to such specified activities.

8. **Reports:**
   a. A written report reflecting Agency operations shall be submitted by the Agency to the County on a quarterly basis, or on such other basis as the

County may require from time to time. When submitted quarterly, such report shall be due no later than the fifteenth day following the end of the quarter which is the subject of the report. That report will consist of the following parts:

(i) The **Agency Report of Advances and Expenditures** (form to be prescribed and supplied by the County).

(ii) The **Agency Report of Clients Served and Project Narrative** (form to be prescribed and supplied by the County).

b. Using a form prescribed and supplied by the County, the Agency shall submit to the County at least annually an inventory of all nonexpendable personal property purchased by the Agency using Grant Funds.

c. Using a form prescribed and supplied by the County, the Agency shall submit a **Year-End Close-Out Report**, reflecting all program activity for fiscal year 2005/06, to the County by November 1, 2006.

d. Upon execution of this Agreement, the Agency will designate in writing to the County, a member of the Agency staff who will be responsible for submission of all Agency reports to the County, and for administration of this Agreement on behalf of the Agency. All contact with the Agency regarding such reporting and administration will be directed to the attention of that designated individual.

e. All reports prepared by the Agency shall be submitted to:

Don Lanham, Grants Program Coordinator
Office of Management and Budget
301 South Monroe Street
Tallahassee, Florida 32301

9. **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.

10. **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. The Agency shall be entitled to receive pro rata compensation for any work or services satisfactorily completed prior to the effective date of termination, subject to the provisions set forth below. 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. The County shall have a right to set off against any compensation otherwise due the Agency the amount of any damage sustained by the County by virtue of the Agency's

breach of this Agreement and any other amounts owed to the County by the Agency.

11. **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. If this Agreement is terminated by the County as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services of the Agency covered by the Agreement, less payments of compensation previously made.

12. **Reversion of Assets:** Upon expiration or other termination of this Agreement, the Agency shall transfer to the County any remaining Grant Funds not properly expended or obligated at the time of expiration and any accounts receivable attributable to the use of Grant Funds.

13. **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.

14. **Audit:** If the Agency expends less than $300,000 in a year from County Grant Funds, the Agency is exempt from County audit requirements for that year, subject to the provisions below. If the Agency expends $300,000 or more in a fiscal year from either County, State, or Federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Agency shall provide the Leon County Health and Human Services Division, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, 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 County within thirty (30) days of receipt of each issued report.

    The County reserves the right to conduct financial and program monitoring of all awards to the Agency and to perform an audit of all records. An audit by the County 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.

15. **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.

16. **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.

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, 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.

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.

AGENCY:

_____
(Insert legal name of Agency)

_____
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

BY:_____

LEON COUNTY, FLORIDA

BY:_____
Parwez Alam, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

_____
Herbert W.A. Thiele, Esq.
County Attorney

THE LEON COUNTY HUMAN SERVICES DIVISION
GENERAL REVENUE CONTRACT ATTACHMENTS FOR FY 2005/06

- ✓ ATTACHMENT A: STATEMENT OF WORK
- ✓ ATTACHMENT B: COLLABORATION PLAN
- ✓ ATTACHMENT C: PROGRAM LOGIC MODEL
- ✓ ATTACHMENT C 1: OUTCOME MEASUREMENT FRAMEWORK
- ✓ ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION

ATTACHMENT A: STATEMENT OF WORK
FISCAL YEAR 2005/06

Instructions: Please type your responses on the form provided. For your convenience, you can download a copy at www.co.leon.fl.us/OMB/Grants/humanservices.asp. If you need additional space, insert extra pages.

A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations** (This is the only name that can be legally recognized.):

B. Provide a **Program Narrative** for approved activity. In the narrative, please include the following information:

1. Identify the **target population** (including the geographic area such as the Bond, Apalachee Ridge, and Frenchtown communities, County-wide, county-wide, etc.,) that your program will serve. State the number of **unduplicated persons** (persons served only once within a given fiscal year) that you plan to serve during FY 2005/06.

2. Give an overall **description of services, products, etc.,** that will be provided by the Agency using Grant Funds.

3. Complete a **timeline**: Provide **a list of major program tasks/activities that you plan to accomplish** during the fiscal year 2005/06 and the date anticipated for its completion. This schedule will be used as a monitoring and planning tool.

   Example: *Task: Enroll 20 youth Date of Completion: Nov. 1, 2005*

Tasks/Activities	Date of Completion

ATTACHMENT B: COLLABORATION PLAN FOR FY 2005/06

***Instructions:** Please type your responses. For your convenience, you can download a copy at* **www.co.leon.fl.us/OMB/Grants/humanservices.asp.** *If you need additional space, insert extra pages. Also, remember you can use the section included in your CHSP application which addresses this same program area. However, please conform this section to contract standards by utilizing the exact format (items A & B) listed on this page, and remove the old numbering and page titles from the CHSP application.*

A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:

B. **Utilizing your 2005/06 CHSP application**, describe the specific types of collaborative approaches that your agency will use to increase its effectiveness in providing quality services and meeting stated program goals and objectives. Identify your agency's collaborative partners, including community-based resources, and explain how you will work together to address the needs of the program's target population.

ATTACHMENT C: PROGRAM LOGIC MODEL FOR FY 2005/06

***Instructions:** Remember you can use the forms included in your CHSP application that addresses this same area. As you complete this form, please be realistic in what your program can actually accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length of the particular intervention (for example, this would be true for anonymous telephone crisis counseling services). Please type your responses on the form provided. For your convenience, you can* **download a copy at www.co.leon.fl.us/OMB/Grants/humanservices.asp.** *For consistency, the narrative descriptions included in Attachments C and C1 utilize information from the "Measuring Program Outcomes: A Practical Approach" manual.*

A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:

B. On the form provided for the Program Logic Model complete the following sections:

1. List ***Program Inputs***: resources dedicated to or consumed by the program to meet its stated program goals and objectives such as staffing and funding.
2. List ***Program Activities***: what the program does (types of activities) with the inputs to fulfill its mission such as mentoring and counseling.
3. List ***Program Outputs***: the direct number of products or units of services provided by the program such as the number of classes and hours of service delivered.
4. List ***Program Outcomes***: direct benefits for participants during and after involvement in the program such as improvements in reading skills or reduced recidivism rates for youth involved in the juvenile justice system. The program outcome is reported by the ***total number and percentage of participants*** achieving the defined outcome (objectives). ***Specific numbers and percentages must be included in this section.***

ATTACHMENT C1: OUTCOME MEASUREMENT FRAMEWORK FOR FY 2005/06

Instructions: Remember you can use the forms included in your CHSP application that addresses this same area. As you complete this form, please be realistic in what your program can actually accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length of the particular intervention (for example, this would be true for anonymous telephone crisis counseling services). Please type your responses on the form provided. For your convenience, you can **download a copy at www.co.leon.fl.us/OMB/Grants/humanservices.asp**

A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:

B. On the form provided for the Outcome Measurement Framework complete the following sections:

1) List ***Program Outcomes:*** benefits for participants during and after their participation in the program (sequentially, first list short-term, intermediate, and then long term outcomes).
2) List ***specific Indicators:*** positive indicators which demonstrate that the program is benefiting its participants (specify indicators for your program outcomes by identifying the specific, observable accomplishments or changes that will tell you whether each outcome has been achieved). Ask yourself how can you tell if the outcome has been achieved. What does the outcome look like when it occurs? Successful indicators include graduation from high school, reduction in school suspensions. Indicators must be observable and measurable.
3) State ***Data Source:*** type of data source that will be utilized to measure the effectiveness of the program (for example, report cards, testing scores, survey results, discipline records, trained observers, etc.,). As you consider a potential data source, ask yourself if it is reasonable to believe that the data source will provide useful, reliable information related to the specific outcome.
4) ***Method of Collection:*** explain what method you will utilize to collect the information (e.g., how you will obtain the data, the type of data collection instruments you will use, procedures addressing how the instruments will be used). Areas of consideration include the purchase costs of the assessment instruments, the usefulness of the data to assist program managers in making program improvements, and the credibility of the data collected. The choice of a data collection method may represent a trade-off between cost, response rate, time required to obtain the data, and other factors.

ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATON (FY 2005/06)

Instructions: Please type your responses on the form provided. For your convenience, you can download a copy at www.co.leon.fl.us/OMB/Grants/humanservices.asp. If you need additional space, insert extra pages.

1. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations:**

2. Total amount of Grant Funds awarded: $_____

3. Budget for Grant Funds. (Please Note: This budget should be based on the budget projections provided in the CHSP application or modified as appropriate if the Agency was not allocated the full funding request. Also note that each cost category must be specified - "other" is not allowed as a cost category.)

COST CATEGORY	BUDGET
a) Personnel Services	_____
b) Contractual Services	_____
c) Materials, Supplies and Postage	_____
d) Printing and copying	_____
e) Equipment Purchase, Rental and Maintenance	_____
f) Occupancy, Utilities and Telephone	_____
g) Travel, Workshops and Training	_____
h) Direct Client Services	_____
i) Collaborative Partnership Activities	_____
j) Incorporation-Related Services	_____
k) Other: Specify_____	_____
TOTAL BUDGET	_____