

**AGREEMENT BETWEEN
HUMAN SERVICES ASSOCIATES, INC.
AND
THE CITY OF GAINESVILLE
FOR
THE ALACHUA REGIONAL JUVENILE ASSESSMENT CENTER**

This Agreement is made and entered into this ____ day of _____, 2008, between HUMAN SERVICES ASSOCIATES, INC., hereinafter referred to as "HUMAN SERVICES" with offices at the Alachua Juvenile Assessment Center, 3436 NE 39th Avenue, Suite 2, Gainesville, Florida 32609, and the CITY OF GAINESVILLE, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY" with offices at the Gainesville Police Department, 721 NW 6th Street, Gainesville, Florida 32601.

WITNESSETH:

WHEREAS, the CITY has previously assisted with funding operating costs of the Alachua Regional Juvenile Assessment Center; and

WHEREAS, the CITY wishes to use the services of HUMAN SERVICES to provide 24-hour, seven day per week full "booking" capabilities at the Alachua Regional Juvenile Assessment Center; and

WHEREAS, HUMAN SERVICES is capable and willing to provide said services;

NOW THEREFORE, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

HUMAN SERVICES shall operate the Alachua Regional Juvenile Assessment Center in accordance with applicable laws, rules, and regulations.

SECTION 2. TERM

This Agreement shall be effective beginning October 1, 2008 through September 30, 2009 unless terminated sooner in accordance with Section 5 and is intended to have a retroactive effective date to capture services.

SECTION 3. COMPENSATION

A. The CITY shall pay HUMAN SERVICES no more than \$90,000.00 in four equal installments of \$22,500.00, upon receipt of an invoice, to defray security costs for the operation of the Alachua Regional Juvenile Assessment Center during the term of this Agreement. The CITY's payment shall be limited to reimbursement of salaries and associated administrative expenses related to the provision of security services. Upon receipt of a fully executed agreement, the CITY shall issue a purchase order to HUMAN SERVICES.

B. HUMAN SERVICES shall provide to the CITY four invoices of \$22,500.00 each. Said invoices shall not exceed \$90,000.00 during the term of the Agreement. The CITY shall pay said invoices within thirty (30) days after receipt.

C. HUMAN SERVICES shall mail invoices to the CITY at the following address:

Gainesville Police Department
Attention: Denise Lindsay
P.O. Box 1250
Gainesville, Florida 32602

D. HUMAN SERVICES shall not be paid any amount in excess of the contractually agreed amount plus any additional payment addenda or change orders. Any invoice showing work in excess of the total contracted amount must also show the overage deducted so that the final invoice amount, when paid in full, would not cause CITY payments to exceed the contracted total.

SECTION 4. INDEMNIFICATION

HUMAN SERVICES shall be responsible for and indemnify, defend and hold harmless the CITY, its employees and appointed Commissioners, from all claims including death to persons, from all judgments recovered therefore, including any and all consequential damages arising out of HUMAN SERVICES' errors, omissions, or negligent acts in connection with HUMAN SERVICES' performance of this Agreement.

SECTION 5. TERMINATION

This Agreement may be terminated immediately if HUMAN SERVICES ceases to perform the services provided in this agreement for the Department of Juvenile Justice, or without cause by either party upon thirty (30) days written notice. Termination of this Agreement may be accomplished only as provided herein. In the event this Agreement is terminated, pro-rated compensation will be made to HUMAN SERVICES for services provided to the date of termination.

SECTION 6. CONTACT PERSONS

The parties designate the following persons to coordinate the implementation of this Agreement:

CITY OF GAINESVILLE

Tony R. Jones
Community Resources Division
Gainesville Police Department
P.O. Box 1250
Gainesville, Florida 32602
(352) 334-2441

HUMAN SERVICES ASSOCIATES, INC.

Tammilyn Jones, Director
Alachua Juvenile Assessment Center
3436 NE 39th Avenue, Suite 2
Gainesville, Florida 32609
(352) 375-2125

SECTION 7. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire Agreement between the CITY and HUMAN SERVICES. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

WHEREFORE, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the date first written above.

HUMAN SERVICES ASSOCIATES, INC.

CITY OF GAINESVILLE

Frank Francisco, President Date

Russ Blackburn, City Manager Date

**APPROVED AS TO FORM AND
LEGALITY**

By: _____
Ronald D. Combs Date
Sr. Assistant City Attorney