

**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 the ____ day of _____, 2007, 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 operation 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, 2007, and continue in full force through September 30, 2008, unless terminated sooner in accordance with Section 4.

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 during the term of 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: FISCAL Office
PO BOX 1250
Gainesville, FL 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. INDEMINIFICATION

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 days written notice. Termination of this Agreement may be accomplished only as provided herein. In the event this Agreement is terminated, prorated compensation will be made to HUMAN SERVICES for services provided to the date of termination.

SECTION 6. CONTRACT PERSONS

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

CITY OF GAINESVILLE
Tony R. Jones
Community Resource Division
Gainesville Police Department
PO BOX 1250
Gainesville, FL 32602
352-334-2441

HUMAN SERVICES ASSOCIATES INC.
Tammilyn Jones, Director
Alachua Juvenile Assessment Center
3436 NE 39th Avenue, Suite 2
Gainesville, FL 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 above-written.

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