

**AGREEMENT BETWEEN MANATEE COUNTY GOVERNMENT
AND SOLUTIONS TO AVOID RED TIDE, INC.**

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Solutions to Avoid Red Tide, Inc. (START), a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency."

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE

The Agency covenants and represents to County that Agency shall provide services as described in Attachment A, hereinafter referred to as the "Project."

ARTICLE 2: CONTRACT DOCUMENTS

The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" — Scope of Services
Attachment "B" — Payments

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENT

Agency shall be paid by County an amount not to exceed \$9,500, on a reimbursement basis, in accordance with Attachment B for the provision of the Program. Agency has been advised that no agent or employee of the County may authorize an increase in the above amount as evidenced by the initials of agency's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing on October 1, 2018 and ending on September 30, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

- B. This Agreement may be renewed by the mutual agreement of the parties for additional terms of one (1) year. Such renewal shall be by Addendum to Article 4.A, Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

ARTICLE 5: TERMINATION

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency, withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.
- B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: SOLUTIONS TO AVOID RED TIDE, INC.
Attn: CEO
P.O. Box 642
Tallevast, FL 34270

If mailed to County: Manatee County Financial Management Dept.
Attn: Jan Brewer, Director
P. O. Box 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Financial Management Dept.
1112 Manatee Avenue West, Suite 939
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS

A. MAINTENANCE OF RECORDS; AUDITS

1. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.
2. Agency shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In Cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three (3) years after the termination of this Agreement.

B. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Agency covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with

funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

C. LICENSES

Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Agency.

D. CONTRACTUAL LIABILITY

The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Project or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E. NON-ASSIGN ABILITY

Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

F. AGENCY'S REPRESENTATIVES

Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

G. AGENCY'S DIRECTORS

Agency agrees that paid staff shall not be a voting or elected member of the Agency's Board of Directors.

ARTICLE 8: INDEMNIFICATION

Agency shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Agency expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: COUNTY'S REPRESENTATIVE

The County's Director of Financial Management Department or such other employee as may be designated in writing by the County Administrator shall serve as County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with County's

Representative shall be referred to the County Administrator or his designee.

ARTICLE 10: AMENDMENTS

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 11: SEVERABILITY

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 14: HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 15: AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESS:

AGENCY: S.T.A.R.T.

Sign Name: *Colleen Adler*

By: *Sandy Gilbert*

Print Name: Colleen Adler

Print Name: Sandy Gilbert

Title: President

Phone Number: (941) 951-3400

Date of Execution: _____

ATTEST: Angelina Colonnese
Clerk of Circuit Court

COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Priscilla Trace, Chairman

ATTACHMENT A
DESCRIPTION
SOLUTIONS TO AVOID RED TIDE, INC.

- A. **Service Description**: Agency shall perform the following services:

Education outreach/public information materials, including revised beach signs, revised Facts Cards, START brochure, performing Public Service announcements, presentations to government officials, various special events and producing DVDs.

ATTACHMENT B

PAYMENTS

SOLUTIONS TO AVOID RED TIDE, INC.

To receive payment from County on a reimbursement basis, Agency shall provide County with a summary report of costs incurred and appropriate documentation of START activities (e.g. invoices, cancelled checks, time & attendance records, etc.).

Payment requests and work product submitted by Agency shall be subject to acceptance and approval by County Representative, which such approval shall not be unreasonably withheld.