

**PROGRAM AND SERVICE AGREEMENT  
AARP FOUNDATION – HURRICANE RELIEF FOR SENIORS PROJECT**

**THIS AGREEMENT** is entered into between Senior Connection Center, Inc., hereinafter referred to as the “agency”, and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “subrecipient.” This agreement is subject to all provisions contained in the MASTER CONTRACT executed between the agency and the subrecipient, Contract No. M-15/17-MAN, and its successor, Contract No. M-18/20-MAN, incorporated herein by reference.

In consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

**Term**

The term of this agreement shall commence on November 20, 2017 or upon full execution of this agreement, and shall automatically terminate on October 31, 2018 (the “Term”) unless the parties otherwise agree, in writing, to extend the Term. The Term shall be considered the agreement expenditure period.

**Documentation Requirements**

The subrecipient shall retain invoices, receipts, accounting records and other supporting documentation for at least six (6) years after the end of the agreement. The subrecipient shall maintain books and records consistent with generally accepted accounting principles and good business practices. The agency and the AARP Foundation shall have the right to audit the subrecipient’s books and records with reasonable notice, to confirm that funds are expended by the subrecipient solely in the performance of the activities noted in Exhibit A.

**Reporting Requirements**

The subrecipient shall submit a semi-annual financial and programmatic report for the agreement period through May 31, 2018, to the agency by June 15, 2018, as shown in Exhibit B. The subrecipient shall submit a final financial and programmatic report for the full agreement period, to the agency by November 15, 2018, as shown in Exhibit B. The narrative report will describe programmatic activities consistent with the Scope of Work described in Exhibit A. The financial report shall provide a comparison of actual expenses against the approved program budget in Exhibit A. If the subrecipient anticipates any delay in submitting the reports, the subrecipient should contact the agency prior to the due date.

**Compliance with Requirements of Disaster Relief Fundraising**

The subrecipient represents to the agency and the AARP Foundation that it is and will remain in compliance with any IRS requirements related to disaster relief fundraising, including the documentation and reporting requirements required on the IRS Form 990 and as noted in IRS Publications 3833 “Disaster Relief: Providing Assistance through Charitable Organizations.”

**Compliance with Anti-Terrorist Financing Guidelines**

As required to ensure AARP Foundation’s compliance with the U.S. Department of the Treasury’s Anti-Terrorist Financing Guidelines, the subrecipient certifies that as of the Effective Date of this agreement, the subrecipient does not knowingly employ individuals or contribute funds to organizations found on any terrorist related list promulgated by the U.S. Government, the United Nations or the European Union, including the Department of Treasury’s Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice’s Terrorist Exclusion List and the list annexed to Executive Order 13244. Should any change in circumstances occur during the term of this grant agreement subrecipient will notify the agency within 15 days of such change.

**Representations and Warranties**

The subrecipient hereto represents and warrants that at all times during the term of this agreement:

- (i) The representative signing this agreement and all reports has full authority to bind the subrecipient and shall have all necessary right, power and authority and has taken all necessary action to enter into and perform this agreement and to grant the rights herein;
- (ii) the execution and performance of this agreement by the subrecipient will not violate or conflict with the rights of any third party or with any service, employment, confidentiality, consulting or other agreement to which the subrecipient or its employees is a party or by which the subrecipient or its employees may be bound;
- (iii) it shall not take any action or perform a service that would tarnish the name, reputation or brand of the agency or the AARP Foundation;
- (iv) that all documents, content and materials ("Work Product"), produced under this agreement are the subrecipient's original work (except for identified third-party materials), and will not infringe upon, violate or misappropriate any intellectual property or other rights of any third party, including the rights of privacy and publicity, provided that, to the extent any third-party materials are incorporated in the Work Product, the subrecipient has obtained in writing from such third party any rights necessary (if any) to enable the parties to comply with this agreement, and;
- (v) the activities including the Work Product will not give rise to any allegation of libel, slander, defamation or other similar claims, and;
- (vi) the subrecipient and its employees will comply with all local, state and federal laws (including common law fiduciary obligations), ordinances, regulations and orders with respect to its performance under this agreement.

**Manner of Payment**

The payment schedule shall be **\$10,000.00** upon execution of the agreement and all necessary documents required to process payment.

**Recognition**

The AARP Foundation should be acknowledged on all public communications by the subrecipient (including but not limited to press releases, brochures, reports, documents, etc.) of activities directly made possible by this agreement. The AARP Foundation must be named as the grantor. Further, the agency and the AARP Foundation must review any advertisements, press releases and other uses of the AARP Foundation name by the subrecipient and approve how the AARP Foundation name is to be used.

**Discrimination**

The subrecipient agrees that in performance of this agreement it will abide by all applicable laws prohibiting discrimination on the basis of age, disability, sex, race, color, religion, national origin or any other characteristic protected by applicable law.

**Indemnification**

The subrecipient and the agency (each an "Indemnifying Party") will indemnify, hold harmless, and defend the other party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all third-party liabilities, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the Indemnifying Party's breach or alleged breach of its obligations, representations or warranties under this agreement, (b) the negligent acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (c) Indemnifying Party's breach of this agreement, including failure to provide the services and work as set forth in this agreement and (d) any claim that the services or content of the Indemnifying Party provided under this agreement infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The subrecipient, as an Indemnifying Party, will

further indemnify, hold harmless and defend the agency, as an Indemnified Party, against all third-party liabilities, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting personal injury (including death) or property damage arising out of the fault or negligence of subrecipient. The agency, as an Indemnifying Party, will further indemnify, hold harmless and defend the subrecipient, as an Indemnified Party, against all third-party liabilities, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting personal injury (including death) or property damage arising out of the fault or negligence of the agency. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party will not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense.

### **Insurance**

At all times during the Term of this agreement, both parties, individually, shall carry and maintain in full force and effect comprehensive general liability insurance in an amount not less than One Million dollars (\$1,000,000), and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this agreement.

### **Guidance Regarding Advocacy and Lobbying Activities**

Funds received under this agreement may not be used directly or indirectly to influence legislation; to influence the outcome of any specific public election or to carry on any voter registration drive; to make any grants that do not comply with the rules for individual grants and organizational grants in Section 4945 of the Internal Revenue Code; or to undertake any activity for a non-charitable purpose.

### **Trademarks**

The subrecipient may use the AARP Foundation trademark only with the advance written permission of the agency and the AARP Foundation. Any license granted to use the AARP Foundation trademark will not be transferable in any way and shall automatically be revoked pursuant to conditions contained in the written permission or at the end of the Term, or upon termination of this agreement prior to the end of the Term, whichever occurs first. In addition, the AARP Foundation may terminate any license to use its trademark at any time and for any reason upon written notice to the subrecipient.

### **Use of Funds, Repayment and Refunds**

The subrecipient shall use the funds exclusively in the performance of this agreement pursuant to the approved 'Scope of Work' attached. Any line item changes in the Project Budget (**Exhibit A**) or changes to the 'Scope of Work' must be approved in advance by the agency. In the event that the agency reasonably determines that any funds were used by the subrecipient for purposes other than the performance of this agreement, the subrecipient shall promptly reimburse the agency for the amount of such improperly expended funds. At the conclusion of the agreement, the subrecipient shall refund to the agency any funds that have not been expended by the subrecipient in the performance of the agreement.

### **Copyright**

The agency grants to the subrecipient a world-wide, royalty-free, non-exclusive, and irrevocable license to use such copyrighted materials developed pursuant to this agreement and to reproduce them, translate them, publish them, create derivative works from them, dispose of them, and to authorize others to do so for educational, charitable or other non-commercial purposes consistent with the subrecipient's tax exempt status.

### **Confidentiality and Privacy**

The term "**Confidential Information**" means all information disclosed by one party to this agreement (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder that is confidential or proprietary to the Disclosing Party. The Receiving Party may only use Confidential Information for the purpose of exercising its rights or fulfilling its

obligations hereunder. Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose or provide any Confidential Information to any third party, except that the Receiving Party may, to the extent necessary and on a confidential basis, disclose such information: (i) to its legal, business, insurance, and financial advisors; and (ii) in response to a subpoena, court order, or any applicable law, rule, or regulation. The Receiving Party shall safeguard and protect the Confidential Information at least as carefully as the Receiving Party safeguards and protects its own confidential information, but shall not, in any event, exercise less than commercially reasonable care with respect to such Confidential Information. The confidentiality requirements set forth in this Section shall not apply to information: (i) that was already known to the Receiving Party prior to its receipt hereunder; (ii) that has become known to the public without breach of this agreement; (iii) that was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) that is lawfully obtained by the Receiving Party from a third party under no duty of confidentiality to the Disclosing Party. The subrecipient shall not rent, sell, lease, distribute, or otherwise knowingly make available any information about any AARP member or an AARP Foundation donor to any third party, except (i) with the prior written consent of such individual; or (ii) if required to do so pursuant to a valid subpoena or court order. This paragraph shall survive the expiration or termination of this agreement. The subrecipient also agrees to comply with the Confidentiality of Information and Health Insurance Portability and Accountability Act provisions shown in the Master Contract, which are incorporated herein by reference.

#### **Miscellaneous**

Neither party shall assign, or otherwise transfer this agreement, including by change of control or otherwise, to any party without the prior written consent of the other party hereto.

This agreement and the exhibits may be modified, altered or amended only by written agreement of the parties. The subrecipient must have its own written fiscal and administrative requirements for expending and accounting for all agreement funds. These fiscal and administrative requirements must be sufficiently specific to ensure that costs are reasonable and necessary for operating these programs, and funds are not used for expenses unrelated to the performance of this agreement. In addition, the subrecipient shall have written procedures for determining the reasonableness, allocability and allowability of costs associated with expenses related to agreement funds.

Neither party shall issue any press release or otherwise make any public announcement or disclosure with respect to this agreement, any of the activities contemplated hereunder, or concerning the relationship between the parties without the other party's prior written consent in each instance.

#### **Notice, Contact, and Payee Information**

(1) The name, address, and telephone number of the program manager for the agency for this contract is:

Martha Caron, Senior Contract Manager  
Senior Connection Center, Inc.  
8928 Brittany Way  
Tampa, Florida 33619  
(813) 740-3888

(2) The name, address, and telephone number of the representative of the subrecipient responsible for administration of the program under this contract is:

Cheri Coryea, Director  
Community Services Department  
Manatee County Board of County Commissioners  
P.O. Box 1000  
Bradenton, Florida 34206

(941) 749-3030

(3) In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

(4) The name (subrecipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Manatee County Board of County Commissioners  
Community Services Department  
P.O. Box 1000  
Bradenton, Florida 34206

**Renegotiations or Modifications**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

**Termination, Suspension, and Enforcement**

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in the Master Contract.

**Contract Signatures**

By signing this contract the parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the parties hereto have caused this 7 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,  
a political subdivision  
of the State of Florida**

**AGENCY: Senior Connection Center, Inc.**

SIGNED  
BY: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_

NAME: Priscilla Whisenant Trace

NAME: Ben Darby

TITLE: Chairman

TITLE: Chair, Board of Directors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL ID NUMBER: 59-6000727  
SUBRECIPIENT FISCAL YEAR END DATE: 09/30

**ATEST: Angelina Colonnese  
Clerk of the Circuit Court**

By: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work & Project Budget**

**Organization Name:** Manatee County Community Services Department

**Organization Address:** P.O. Box 1000, Bradenton, FL 34206

**Contact Name/Title:** Tracie Adams, Human Services Manager

**Contact Phone:** (941) 749-3030

**Contact Email:** [tracie\\_adams@mymanatee.org](mailto:tracie_adams@mymanatee.org)

**Project Director Name & Title:** Cheri Coryea, Director

**Organization Tax ID Number:** 59-6000727

**Services to be Provided**

Many seniors in West Central Florida experienced severe home and property damage during Hurricane Irma. Many of these seniors could not afford and, therefore, did not have homeowner's and/or flood insurance to cover their losses. Many of those who did have insurance either cannot afford to pay the deductible or have found that their policies do not cover such things as tree and debris removal or cleaning up their home's from storm water and debris.

The Hurricane Relief for Seniors project will provide funding to pay for the above mentioned services for seniors whose homes and property were damaged as a result of Hurricane Irma and can demonstrate they cannot afford to pay for the clean-up and repairs, either because those services are not covered by their insurance policies, their homes were not insured and/or FEMA has denied their claim to pay for those services.

**Communities Served**

This program will focus on assisting seniors who reside in Manatee County and whose homes and/or property were damaged by Hurricane Irma.

**Project Budget**

A total of **\$10,000.00** is provided to cover the cost of repairing homes, removing fallen trees and yard debris, and providing chore services for needy seniors whose homes and property were damaged during Hurricane Irma.

<b>Expense</b>	<b>Amount</b>
Personnel	\$0.00
Transportation	\$0.00
Materials and Supplies	\$0.00
Volunteer Costs	\$0.00
Other (Hurricane Relief Services)	\$10,000.00
<b>Total</b>	<b>\$10,000.00</b>

**EXHIBIT B  
Semi-Annual and Annual Report Template**

**AARP Foundation Hurricane Relief for Seniors Project Report**

Organization Name:  
 Contact Name/Title:  
 Contact Phone/Email:  
 Project Name: AARP Foundation Hurricane Relief for Seniors Project  
 Agreement Number:

**Responses**

Please provide metrics information and answer the questions below. Limit each question response to 250 words or less.

Total Number of People Served	Total Number of Low income 50+ Served

- Based on the agreement amount of **\$10,000.00** what services did your organization provide to assist in the relief efforts?
- In what communities did your organization provide a service?
- How did your organization and this activity serve people 50+? How many individuals received assistance from the grant? How many were 50+?
- If possible, please provide before and after photos, and/or testimonials from the seniors who received these hurricane relief services.

**Project Expenditures**

Expense	Hours/Episodes	Amount
Home Repairs		
Tree Removal		
Yard Debris Removal		
Chore and Enhanced Chore Services		
<b>Total</b>		