

**AGREEMENT FOR  
NON-PROFIT AGENCY SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Rubonia Community Association, Incorporated, a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2017.

**WHEREAS**, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

**WHEREAS**, the Agency is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing support services to residents of Manatee County, Florida; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

**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 a program of services as described in Attachment A, hereinafter referred to as the "Program."

**ARTICLE 2: CONTRACT DOCUMENTS.** The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

**Attachment "A" - Program Description**

**Attachment "B" - Payments**

**Attachment "C" - Special Conditions**

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

**ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** Agency shall be paid by County in an amount not to exceed \$50,000 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

**ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.**

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period commencing on October 1, 2017 and ending on September 30, 2018. 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 written amendment for a term agreement of one year if approved by the County.

C. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2017/18 County fiscal year to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2017, this Agreement

shall be of no effect.

**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 thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

C. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

**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:** RUBONIA COMMUNITY ASSOCIATION, INCORPORATED  
P.O. BOX 1345  
PALMETTO, FL 34220

**If by hand delivery:** RUBONIA COMMUNITY ASSOCIATION, INCORPORATED  
ATTN: PRESIDENT  
RUBONIA COMMUNITY CENTER  
1309 72<sup>ND</sup> STREET EAST  
PALMETTO, FLORIDA 34221

**If mailed to County:** MANATEE COUNTY NEIGHBORHOOD SERVICES DEPARTMENT  
ATTN: DIRECTOR  
P. O. BOX 1000  
BRADENTON, FL 34206

**If by hand delivery:** MANATEE COUNTY NEIGHBORHOOD SERVICES DEPARTMENT  
1112 MANATEE AVENUE WEST  
SUITE 510  
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. Either party may designate a different recipient or address by written notice to the other party.

**ARTICLE 7: GENERAL CONDITIONS.**

**A: MAINTENANCE OF RECORDS; AUDITS**

i. 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.

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3)

business days following the date of such request, or as otherwise agreed upon with County's Representative. 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.

iii. Upon notice by the County to the Agency receiving any funds under this Agreement, Agency shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

iv. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County as requested.

**B: PUBLIC RECORDS.** By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

**C: 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, disability, 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.

**D: 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 made available upon request of County's Representative.

**E: 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 Program 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.

**F: SUBCONTRACTORS.** A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors (except as authorized in Section 7 of the Special Conditions). Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

**G: NON-ASSIGNABILITY.** Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

**H: 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.

**I: AGENCY'S DIRECTORS.** Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Neighborhood Services Department may serve on Agency's governing board.

**J: OTHER OBLIGATIONS OF AGENCY.**

i. Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto.

vi. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

**ARTICLE 8: INDEMNIFICATION.** Agency shall indemnify, keep and save harmless, and defend 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. 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 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: INSURANCE.** Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type listed below. Agency shall provide a Certificate of Insurance as evidence of coverage prior November 1, 2017, along with all applicable endorsements to include:

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** The Director of County's Neighborhood Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the 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 the County's representative shall be referred to the County Administrator or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

**ARTICLE 12: 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 13: 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 14: CATASTROPHIC EVENTS.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

**ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 16: CONSTRUCTION.** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

**ARTICLE 17: WAIVERS.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition.

No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

**ARTICLE 18: GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 19: REMEDIES.** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

**ARTICLE 20: ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

**ARTICLE 22: 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, effective as of the date set forth above.

WITNESSES:

AGENCY

Sign Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date of Execution: \_\_\_\_\_

**ATTACHMENT A  
PROGRAM DESCRIPTION**

Rubonia Community Association, Incorporated  
Community Center Program

1. PROGRAM DESCRIPTION:

- a. Agency shall coordinate and provide an enrichment program for youth and adults at the Rubonia Community Center, herein after "Facility". Programs and services at the Facility will be coordinated and delivered to provide an educational and recreational experience for all participants.
- b. Where appropriate Agency shall allow access to community programs at no additional charge such as, but not limited to; Manatee County Health Department health and nutritional instruction programs, Ag and Extension Services and Literacy Programs offered by the Manatee County Public Library System, School District of Manatee County, Meals on Wheels and other providers as recommended by County to serve the needs of adults or youth in the community.
- c. Prior to the beginning of each month Agency shall provide County representative with a program calendar for the duration of the program. No later than fifteen (15) days after completion of the program the Agency shall provide the County with a summary report of the program and shall provide an evaluation of the effectiveness of the program.

2. TARGET POPULATION:

- a. This program shall serve Manatee County Residents with a priority for youth and adults in the Rubonia geographical area. However, it is not exclusive to Rubonia if openings for programs exist. Agency estimates 20 unduplicated participants a week for the program.

3. LOCATION/HOURS OF SERVICE:

- a. Services will be provided at the following location utilizing both the facility and exterior grounds:
  - i. Rubonia Community Center, Rubonia, Florida  
1309 72<sup>nd</sup> Street East  
Palmetto, Florida 34221

Hours of operation may vary between the hours of 6:00am -9:00 pm Monday thru Friday. Weekend hours may be scheduled for regular events or special requests if approved by County representative. The County reserves the right to modify hours to accommodate additional programs and/or providers access to the facility.

**ATTACHMENT B  
PAYMENTS**

Rubonia Community Association, Incorporated  
Community Center Program

Agency shall be paid by the County an amount not to exceed \$50,000 for providing a Community Center Program at the Rubonia Community Center, as specified below:

1. Agency shall provide program services for the term of this agreement, program service days may include preparation and close out of program as deemed appropriate by County representative.
2. Agency shall be paid by the County in the amount of \$137.00 per day of service, not to exceed \$50,000.00.
3. Agency shall be paid upon accurate completion of days of service documented and approved by County representative.
4. Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.



**ATTACHMENT B, Exhibit 1  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENCY PAYMENT REQUEST**

**NON-PROFIT AGENCIES**

AGENCY: Rubonia Community Association, Incorporated

PROJECT NUMBER: (TBD)

PROGRAM: Rubonia Community Center Program

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

**SECTION 1: Agency Payment Request**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$ 50,000	\$	\$

**SECTION 2: CLIENT SERVICES**

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$137.00	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Documentation as required in Agreement Attachment C: Special Conditions.

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT  
WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT C  
SPECIAL CONDITIONS**

Rubonia Community Association, Incorporated  
Rubonia Community Center Program

1. Agreement Deliverables: The Agency shall submit the following documents:

**Please note that failure to submit any document as required shall result in payment processing being delayed until the Agency is in compliance with the agreement.**

Agency shall provide each month with their payment request:

<b>Reports/Forms</b>		
	<b>Title</b>	<b>Requirement/Description</b>
i.	Anticipated Difficulties	Agency shall report anticipated difficulties meeting contractual requirements. To County Representative within thirty days of identified difficulties.
ii.	Board of Director Changes	Agency shall report changes in the composition of Agency's Board of Directors.
iii.	Changes in Staff	Agency shall report changes in staff if they occur during the term of this agreement.
iv.	Location of all formal documents	All formal documents pertaining to the facility shall be located at the Rubonia Community Center, in a secure area.
v.	Schedule	Agency shall County Representative with a projected schedule of the timeline for renovations to the facility.

2. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits and facility inspections and other Agreement related tasks. County's Representative shall have the authority to approve the final format of requested information.
3. County agrees to provide materials for an ongoing lending library in the Facility and a free little library box for use by all citizens of Rubonia.
4. No fees will be charged to the Rubonia Community Association, Incorporated, for the use of the facility for the Program. A reasonable fee scale may be established by the County for the rental of the facility by the public for facility and grounds use related functions, if deemed appropriate.
5. Agency agrees to coordinate meals and snacks for participants where possible.
6. Agency agrees to conduct fundraisers and or grant writing assist with cost of the program.
7. Agency agrees to allow access for use of facility or exterior grounds by other programs and services as deemed appropriate by County representative.
8. Agency agrees to establish a calendar of operation in conjunction with the other community programs to allow the operation of additional programs and/or providers as deemed necessary by the County. The times and dates for the additional programs and/or providers operations shall be approved by the County Representative and posted for the community to read and participate.