

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

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 Keep Manatee Beautiful, Inc., 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 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
Attachment "D"--- Insurance Certificate
Attachment "E"--- Agreement between Manatee County and the State of Florida
Department of Transportation

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 PAYMENTS.** Agency shall be paid by County an amount not to exceed \$42,683.13 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 September 1, 2010 and ending on August 31, 2011. 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 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.

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: KEEP MANATEE BEAUTIFUL, INC.
 ATTN: EXECUTIVE DIRECTOR
 P. O. BOX 14426
 BRADENTON, FL 34280**

**If by hand delivery: 4410 66TH STREET WEST
 BRADENTON, FL 34210**

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

**If by hand delivery: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
 1112 MANATEE AVENUE WEST
 SUITE 303
 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

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 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.

iii. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement, 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.

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 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.

E: 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. 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.

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

G: 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.

H: AGENCY'S DIRECTORS. Agency agrees that paid staff shall not be a voting or elected member of the Agency's Board of Directors, and that 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, Agency agrees that no current officer or employee of County may serve on its governing board.

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, judgements, 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 judgement 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 judgement 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 attorneys 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 represented by the Certificates of Insurance attached hereto as Attachment D. Commercial general liability insurance shall be carried in an amount not less than \$1,000,000 aggregate.

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 County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services 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 11: 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 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: 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.

WITNESSES:

Sign Name: Vicki Tessmer

Print Name: Vicki Tessmer

Sign Name: P.K.

Print Name: Patricia Kopke

AGENCY

By: Ingrid McClellan

Print Name: Ingrid McClellan

Title: Executive Director

Phone Number: _____

Date of Execution: 7/22/10

COUNTY

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

By: Susan B. Lomene
DEPUTY CLERK



COUNTY OF MANATEE, FLORIDA
by and through its
Board of County Commissioners

By: Donald J. [Signature]
CHAIRMAN

Date of Execution: 7/27/10

ATTACHMENT A

PROGRAM DESCRIPTION

**KEEP MANATEE BEAUTIFUL, INC.
HIGHWAY LITTER REMOVAL**

- A. **Service Description:** Provide pickup, removal, disposal of litter within the maintained limits of the highway right of way, as outlined in The State of Florida Department of Transportation Maintenance Agreement Attachment E.

- B. **Unit of Service:** A unit of service is one acre of litter removal within the maintained limits of the highway right of way.

ATTACHMENT B

PAYMENTS

**KEEP MANATEE BEAUTIFUL, INC.
HIGHWAY LITTER REMOVAL**

- 1) **The budgetary ceiling for payment to the Agency shall be as follows:**
 - a. **The annual payment (sum of the four quarters) shall not exceed Forty Two Thousand Six Hundred Eighty-Three and 13/100 Dollars (\$42,683.13).**
- 2) **Within the above-described limits, payments shall be at the rate of \$8.75 per acre for which services have been provided as required by this Agreement.**
- 3) **Agency shall submit all Requests for Payment, as described in Exhibit 1 to the County by the 15th of each month.**
- 4) **If Agency's work has been rejected or not accepted pursuant to the FDOT Agreement prior to payment by the County, County may withhold payment until Agency's work has been accepted pursuant to the FDOT Agreement.**
- 5) **County's payment shall not be delayed based upon payments due from FDOT under the FDOT Agreement. However, if County pays Agency for services that are subsequently rejected by FDOT, County may deduct the amount of compensation attributable to such rejected work from any future payments to Agency or seek immediate reimbursement of such amount.**
- 6) **Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for Payment. 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.**

**EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT**

NON-PROFIT AGENCIES

AGENCY: KEEP MANATEE BEAUTIFUL, INC.

PROJECT NUMBER: (FOR COUNTY FINANCE USE ONLY)

PROGRAM: HIGHWAY LITTER REMOVAL

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: REQUEST FOR PAYMENT

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$42,683.13 ✓	\$	\$

SECTION 2: SERVICES

(1)	(2)	(3)	(4)	(5)	(6)	
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$8.75 ✓	4878.072 ✓				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Supporting Documentation as approved by County representative.

PREPARED BY: _____ **DATE:** _____

I attest that the information presented in this Request for Payment 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

HSD CONTRACT MANAGER: _____ **DATE:** _____

ATTACHMENT C

SPECIAL CONDITIONS

**KEEP MANATEE BEAUTIFUL
HIGHWAY LITTER REMOVAL**

1. **Agency's performance under this Agreement is contingent upon the continuation of the agreement between the State of Florida Department of Transportation and Manatee County Board of County Commissioners (hereinafter the "FDOT" Agreement), a copy of which has been attached hereto as Attachment E.**
2. **If the FDOT Agreement is terminated, this Agreement shall be terminated as of the date of termination set forth for termination in the FDOT Agreement.**
3. **Agency's performance under this Agreement shall be coordinated through the County's representative as provided in Article 10 of this Agreement, and not through the Director as established in the FDOT Agreement.**
4. **Agency shall not take any action or fail to take any action that would constitute a breach or violation or failure of performance or in conflict with the terms of the FDOT Agreement and cooperate with County in meeting the requirements of the FDOT Agreement.**
5. **Agency shall be solely responsible for performing all services required by the FDOT Agreement.**
6. **No person providing or assisting in the provision of services under this Agreement shall be considered a County employee or volunteer, but shall be volunteers, employees or others retained by Agency.**
7. **The services to be rendered by this Agreement shall commence on written notice from County's representative.**
8. **Agency shall indemnify and hold harmless from any claims, loss, damage or cost, charge or expense, including reasonable attorney fees and court costs, arising under the FDOT Agreement related to Agency's performance or failure to perform.**
9. **Agency shall provide by the 15th of the month one (1) copy of a report reflecting the following information from the report period:**
 - a. **Anticipated difficulties meeting contractual requirements by the end of the contract year;**
 - b. **One (1) copy of the Board of Directors minutes, financial, staff and committee reports referenced in the Board of Directors minutes;**
 - c. **Provide any changes in composition of the Board of Directors; and**
 - d. **Changes in staff which differs from Agency's proposal for funding or has changed during the contract term. (Include staff vacancies or changes which affect the Program). Through this report Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Agency.**

10. **Nothing herein shall be construed as authorizing Agency to act as agent for County in approving for permitting the activities of any volunteer organization or association on the County's property. In the absence of a separate written agreement, approval to go on the County's property shall be secured in a manner consistent with prior agreements between the County and Agency in writing from the County Administrator or his designee.**
11. **Agency shall employ sufficient staff to provide the program in accordance with the terms and conditions of this Agreement.**
12. **Any right of access to County property for implementation of any programs shall be granted by separate agreements between County and Agency.**
13. **No later than thirty (30) days after the commencement of the agreement, Agency shall submit to County representative a report format for submission of quarterly expenditures and revenues for the Program. At a minimum report shall provide quarterly and year-to-date revenue (by source) and expenditures (by line item). County representative shall have the authority to determine the final acceptable format of the report and notify the Agency. Such reports shall be submitted by the 30th of the month during each of the following months: January, April, July, and October.**
14. **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.**
15. **County shall have the option to review results of prior Agency desk reviews, site visits or annual monitoring and/or contract related issues as they relate to programs funded by County. County has the option of providing technical assistance to correct issues of the Agency during the term of the Agreement.**
16. **An Agency representative shall attend and participate in meetings regarding County funding, as requested by County representative.**
17. **Agency shall maintain tax-exempt status under the Internal Revenue Code.**
18. **Agency shall maintain and follow current Bylaws which shall establish the policies of the Agency. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall have the authority to request Agency Bylaws and/or shall be provided with copies of any amendments thereto.**

08-07-'10 09:26 FROM-Whitman Ins.

8504740378

T-642 P0001/0001 F-567

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

OP ID DH

DATE (MM/DD/YYYY)

06/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whitman & Whitman, Inc. 2032-A Creighton Road Pensacola FL 32504 Phone: 850-477-8060 Fax: 850-474-0378	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: KEEPM-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Keep Manatee Beautiful, Inc. P.O. Box 14426 Bradenton FL 34280	INSURER A: Safaco Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBM INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			01-CH-469863-4	06/01/10	06/01/11	EACH OCCURRENCE	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS						\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
							PROPERTY DAMAGE (Per accident)	
							\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$	
	<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	
	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER	
							E.L. EACH ACCIDENT	
							\$	
							E.L. DISEASE - EA EMPLOYEE	
							\$	
							E.L. DISEASE - POLICY LIMIT	
							\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
fx 941-745-3796

CERTIFICATE HOLDER**CANCELLATION**

MANATEE Manatee County, A Political Subdivision of the State of FL Attn: Tameka Moore P.O. Box 1000 Bradenton FL 34206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  © 1988-2008 ACORD CORPORATION. All rights reserved.

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an AGENCY of the State of Florida, (hereinafter, "DEPARTMENT") and Manatee County Board of County Commissioners (hereinafter, "AGENCY") for the AGENCY to provide maintenance services.

WITNESSETH

1. WHEREAS, the AGENCY has the authority to enter into said Agreement and to undertake the project hereinafter described, and the DEPARTMENT has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the AGENCY by Resolution No. R-09-220 dated the 22nd day of September, 2009, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

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

I. SERVICES AND PERFORMANCE

1. The AGENCY shall furnish certain services as described in ATTACHMENT A, attached hereto and made a part hereof.
2. Location and description of maintenance activities to be performed are listed in ATTACHMENT A.
3. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENT A. No work may commence without an executed SUPPLEMENTAL AGREEMENT involving any such changes or revisions required to be covered in a SUPPLEMENTAL AGREEMENT. Performance of any such services prior to the execution of a SUPPLEMENTAL AGREEMENT will result in nonpayment of those services.
4. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the AGENCY and of the details thereof. Coordination shall be maintained by the AGENCY with representatives of the DEPARTMENT.
5. All services shall be performed by the AGENCY to the satisfaction of the Director who shall decide all questions, difficulties and disputes of ~~any nature whatsoever~~ that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

6. The work specified in this Agreement is governed by the 2007 Edition of the Florida DEPARTMENT of Transportation Standard Specifications for Road and Bridge Construction and revisions thereto, except as amended by ATTACHMENT B.
7. Reference herein to Director shall mean the DEPARTMENT'S District Secretary for District One, or authorized designee.
8. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the AGENCY. The NOTICE TO PROCEED must be issued to the AGENCY within sixty (60) days after contract execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14) calendar day after issuance of the NOTICE TO PROCEED, or on the day the AGENCY begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this contract may be renewed ("RENEWAL TERM") as follows: one renewal for three (3) years or three (3) renewals for one (1). Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. The DEPARTMENT'S performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The AGENCY shall provide services unless terminated in accordance with §VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The DEPARTMENT shall pay the AGENCY for services rendered in accordance with this Agreement as follows:
The total dollar amount of this three (3) year agreement for Litter Removal is \$128,049.39. Work orders will be issued as services are needed. Payment will be made upon completion of work order, inspection of services provided, and approval of work by the Contract Manager.

See Attachment A, Location and Cost, a copy of which is attached hereto and made a part hereof.

Payment above is based on the unit price for services that are listed in ATTACHMENT A.

2. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
4. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
5. Any penalty for delay in payment shall be in accordance with Fla. Stat. §215.422(3)(b).
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Fla. Stat. §112.061.
8. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
9. If a payment is not available within 40 days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
10. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

11. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
13. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. 287.§017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. Chapter 119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
4. If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The AGENCY and the DEPARTMENT agree that the AGENCY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.
 ATTACHMENT A – Location & Cost Breakdown
 ATTACHMENT B - Specifications

IX. EXECUTION

In witness whereof, Manatee Board of County Commissioners has caused this agreement to be executed in its behalf, by the Chairman or its designee, as authorized by its Resolution, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this 1st day of October, 2009.
FDOT to enter effective date

MANATEE COUNTY B.O.C.C, FLORIDA

ATTEST

BY: Susan J. Romine
Deputy CLERK

BY: Gwendolyn Y. Brown
Chairman



(SEAL)
DATE

GWENDOLYN Y. BROWN 8/3/09
PRINT NAME DATE

MANATEE CO. B.O.C.C. LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: Marlene F. Bridgford
EXECUTIVE SECRETARY (SEAL)

BY: Edward J. Gonzalez
DISTRICT ONE SECRETARY
OR DESIGNEE

Marlene F. Bridgford 10/1/09
PRINT NAME DATE

Edward J. Gonzalez 10/1/09
PRINT NAME DATE

LEGAL REVIEW: B. Abjani Ginn 09/30/09
DATE

AVAILABILITY OF FUNDS APPROVAL:
7-07-2009

DISTRICT MAINTENANCE ADMINISTRATOR [Signature] 9/29/09
DATE

**ATTACHMENT A
 LOCATIONS AND COST
 LITTER REMOVAL**

SR #	Location	Section	From M.P.	To M.P.
US 301	University Blvd to US 41	13121000	0.000	7.667
SR70	Braden River Bridge to Greenbrook Blvd East	13160000	3.400	10.40
SR64	Braden River Bridge to Lorraine Road	13050000	3.500	11.393
SR64	SR789 to 81 st Street W.	13150000	0.000	4.185

Cost Per Acre \$8.75
 Total Annual Acres 4878.072
 Total Annual Cost \$42,683.13

Total Acres of
 Three (3) year Contract 14,634.216

Total Cost of
 Three (3) year Contract \$128,049.39

**ATTACHMENT B
SPECIFICATIONS**

ROADSIDE LITTER REMOVAL

Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

Frequency of Removal.

The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Work documents will not be issued in cycles. Work will be performed at the locations and within the dates specified on the work document. The actual number of litter pickups may be increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each work document within the dates specified, weather permitting, as determined by the Engineer.

Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No

service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

Participants.

Only allow such persons to participate as are determined by the municipality to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age and the municipality shall provide at least one adult supervisor for every 5 youths, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities. Do not bring persons to observe the activity of the person is under the age of 16 and is not an official participant. Do not wear clothing which will hinder the sight of participants.

Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

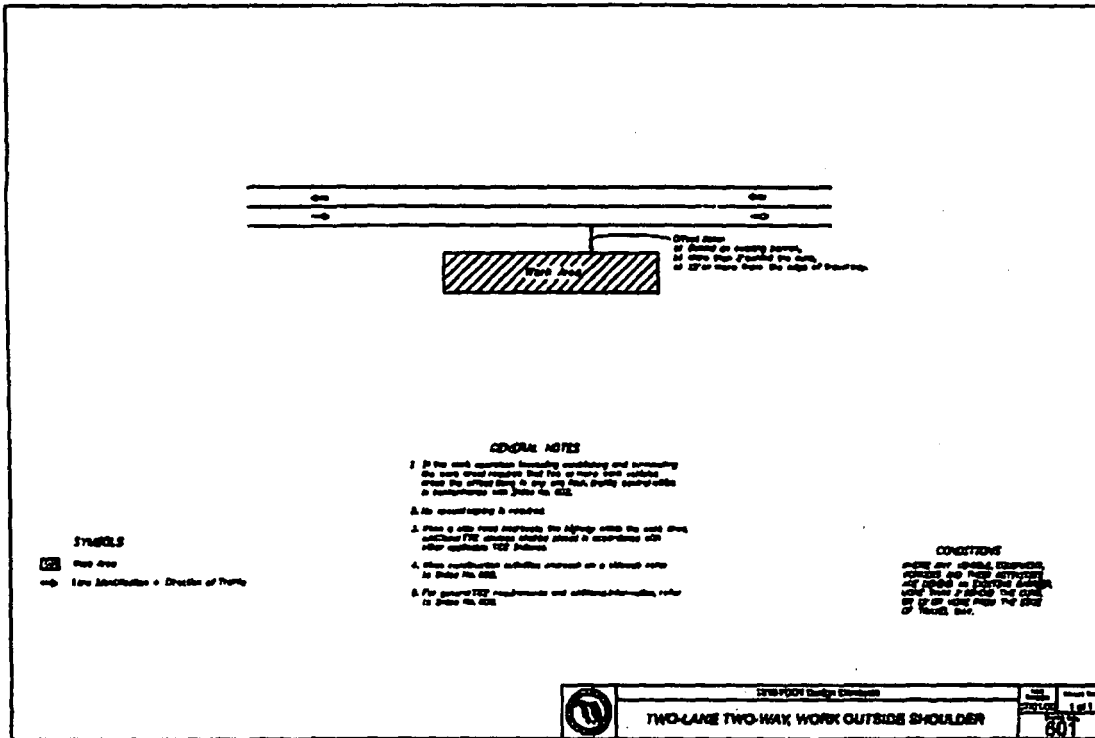
Basis of Payment.

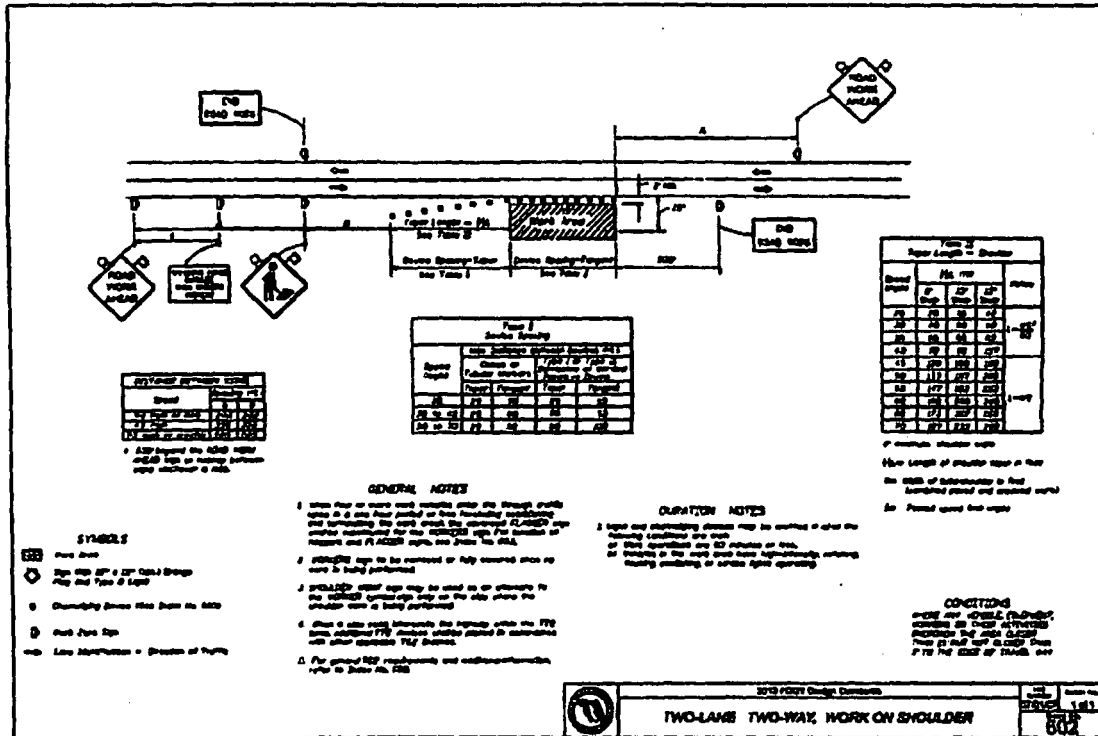
Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made as specified in Attachment A.

MAINTENANCE OF TRAFFIC

Perform litter removal in accordance with the Department's Loss Prevention Manual, safe field practices, the Florida Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Roadway and Standard Index Series 600, all of which by this reference are incorporated herein. Litter removal will primarily follow Indices 601 and 602 of the Florida Department of Transportation Design Roadway and Standard and are attached hereto. Ensure that all participants wear safety vests at all times during the litter removal activity.





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- SYMBOLS**
- 1. Saw Blade
 - 2. Sign 20' x 20' x 20' (20' x 20' x 20')
 - 3. Saw Blade Support
 - 4. Saw Blade Support
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 - 49. Saw Blade Support
 - 50. Saw Blade Support

- GENERAL NOTES**
1. When this or other work is done on the road, it shall be done in a safe and proper manner, and the contractor shall be responsible for the safety of all workers and the public. All signs shall be placed in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 2. SIGNAGE shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 3. SIGNAGE shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 4. When a sign is placed, it shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 5. The sign shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.

- OPERATION NOTES**
1. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 2. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 3. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 4. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.
 5. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.

1. Signage shall be in accordance with the Manual of Uniform Traffic Control Devices, 4th Edition, 1981.

CONDITIONS

1. The contractor shall be responsible for the safety of all workers and the public.

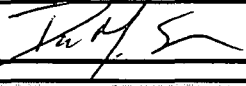
2013 FDOT Design Document

TWO-LANE TWO-WAY WORK ON SHOULDER

DATE: 1/18/13

PROJECT: 802

MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Keep Manatee Beautiful, Highway Little Removal Program	TYPE AGENDA ITEM	Consent
DATE REQUESTED	July 27, 2010	DATE SUBMITTED/REVISED	July 16, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Delay in Agreement/Contract Execution
DEPARTMENT/DIVISION	Community Services /Human Services	AUTHORIZED BY TITLE	Karen Windon, Deputy County Administrator
CONTACT PERSON TELEPHONE/EXTENSION	Michael Neuges X-3467	PRESENTER/TITLE TELEPHONE/EXTENSION	Karen Windon, Deputy County Administrator
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

In matters pertaining to the Florida Department of Transportation (FDOT) Litter Removal Program:
Authorization for Chairman to sign a renewal agreement with Keep Manatee Beautiful for the Highway Litter Removal Program in the amount of \$42,683.13 for the time period September 1, 2010 through August 31, 2011.

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

11.1.4 Efficiency in servicer delivery

BACKGROUND/DISCUSSION

See page 2.

COUNTY ATTORNEY REVIEW		APPROVED IN OPEN SESSION
Check appropriate box		JUL 27 2010
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)	
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)	
<input type="checkbox"/>	OTHER	

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
2 copies of the Agreement for Keep Manatee Beautiful, Highway Litter Removal Program	1 executed original to Community Services and 1 executed original to Board Records. <i>Interoffice Michael Neuges 7/27/10</i>



COST:	\$42,683.13	SOURCE (ACCT # & NAME):	173 9002215 582000 / 9002215-9100
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

BACKGROUND /DISCUSSION ...continued from page 1.

- At various times funds from the Florida Department of Transportation (FDOT) are made available to governmental entities for litter debris removal.
- Resolution R-09-220, adopted on September 22, 2009, authorized the acceptance of a grant award from the Florida Department of Transportation and /or Expenditure of grant funds pursuant to the grant award.
- Manatee County executed a three year agreement with FDOT for the Highway Litter Removal Program on August 3, 2009 in the amount of \$128,049.39.