

JUL 27 2011

**AGREEMENT FOR
SPECIAL INTEREST CLASS,
VOLLEYBALL**

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

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" with offices located at 1112 Manatee Avenue West, Bradenton, FL, 34205-7804 and Nancy Cothron, duly authorized to conduct business under the laws of the State of Florida, hereinafter referred to as "Contractor," with offices located at 2818 4th Avenue West, Bradenton, Florida 34205.

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 Contractor covenants and represents to County that Contractor shall provide services as described in Attachment "A", hereinafter referred to as the "Scope of Services."

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

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

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

ARTICLE 3: PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment "B" for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

nc

ARTICLE 4: CONTRACT TERM. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for the period stated in Attachment "A."

ARTICLE 5: TERMINATION. This Agreement shall terminate upon the full performance by the parties of the terms and conditions. This agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than fourteen (14) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

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 Contractor: Nancy Cothron
2818 4th Avenue West
Bradenton, FL. 34205

- If by hand delivery: Nancy Cothron
2818 4th Avenue West
Bradenton, FL. 34205

- If mailed to County: Manatee County Government
Parks and Recreation Department
Attn: Cindy Turner, Director
5502 33rd Avenue Drive West
Bradenton, FL 34209

- If by hand delivery: Manatee County Government
Parks and Recreation Department
Attn: Cindy Turner, Director
5502 33rd Avenue Drive West
Bradenton, FL 34209

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.

- i. Contractor 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. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor'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, Contractor 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 License made by any local, State or Federal Agency. Contractor 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 Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NONDISCRIMINATION. 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 Contractor 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 Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services 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 Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor 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 Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor 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 Contractor's Scope of Services.

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

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor. The Contract Administrator may approve the use of additional representatives to represent the Contractor should the need arise.

ARTICLE 8: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its Contractors, 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 Scope of Services 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 Contractor or its employees, or of the subcontractors or its employees, if any. Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, 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 Contractor'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 Contractor at the above listed address. Upon receipt of notice, Contractor, 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 Contractor attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: COUNTY'S CONTRACT ADMINISTRATOR. Cindy Turner, Director, Parks and Recreation Department or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor'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 Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 10: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 11: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 12: 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 13: 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: Marcus Francis

Print Name: Marcus Francis

Sign Name: Troy Shonk

Print Name: Troy Shonk

CONTRACTOR:

By: Nancy Cothron

Print Name: Nancy Cothron

Title: _____

Recommended by:

CA
5/26/11

Sign: Cindy Turner

Cindy Turner, Director
Parks and Recreation Department

On behalf of "County" COUNTY OF MANATEE, a political Subdivision of the State of Florida, in accordance with Resolution R-01-36, Section 3, B, (3) Delegated February 13, 2001

Sign: R. C. Cuthbert

R. C. Cuthbert, C.P.M.
Purchasing Division

ATTACHMENT "A" – SCOPE OF SERVICES

1. General Scope of Service: The contractor shall perform instructional services in a qualified and expert manner for the "Volleyball " camp as described below.
2. A description of the "Volleyball" camp offered is as follows:
 - a. For Youth
 - b. A Volleyball camp structured for younger kids to provide introduction and review of skills, while addressing the needs of the more experienced players through the teaching of game strategy and more.
 - c. Camps days and time will vary.
3. Contract Term will start July 1, 2011 and end on June 30, 2012.

This Contract may be automatically renewed for one (1) additional one (1) year option period unless earlier terminated as provided in this agreement. If rates must be adjusted, the renewal will be subject to written approval of both parties by amendment.

ATTACHMENT "B" – PAYMENTS:

1. The Contractor shall be paid seventy percent (70%) of fees collected from the participants in the particular "Volleyball" camp as detailed in Attachment "A". The County shall collect all fees and remit the necessary percentage to the Contractor.

<u>CLASS</u>	<u>PARTICIPANT COST</u>	<u>PAYMENT TO CONTRACTOR</u>
Volleyball	\$45/session	\$31.50/per participant

Fee is not subject to proration

Camps will be 4-5 days in length

- Maximum camp size, 130 participants
 - a. Rising K thru 3rd Grade = 30 participants
 - b. Rising 4th & 5th Grader = 50 participants
 - c. Rising 6th & 7th Grader = 50 participants

Based on maximum participation, compensation shall not exceed:

Participants 130 (X) \$ per camp \$45 (X) 70% = \$4,095.00

2. Contractor will pay any and all taxes arising under or resulting from this Agreement. Contractors shall, upon request, provided to Manatee County documentation evidencing the payment of these taxes.
3. Payment will be issued upon completion of each camp session.

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatee.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: July 18, 2011
Subject: Consent Agenda – Clerk’s Consent Calendar

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk’s Consent Calendar.

Authority to execute agreement per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and copy to:

Nancy Cothron, 2818 4th Avenue West, Bradenton, FL 34205 ✓

Should you have any questions, please call Frank Lambertson at ext. 3042. ✓

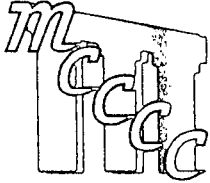
7-26-11 v9

RECEIVED

JUL 21 2011

BOARD RECORDS

Enclosure:
Agreement (one original)



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◊ Bradenton, Florida 34206 ◊ (941) 749-1800 ◊ FAX (941) 741-4082 ◊ www.manateeclerk.com

July 26, 2011

TO: Nancy Cothron
2818 4th Avenue West
Bradenton, Florida 34205

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

RE: **Parks and Recreation Special Interest Classes Instructor's Agreement - Nancy Cothron - Volleyball Camp.**

ACCEPTED: In open session by the Manatee County Board of County Commissioners on **July 26, 2011.**

RBS:vpj
Enclosure

cc: Board Records
Frank Lambertson, Purchasing Department

From: **Vicki Jarratt**
Sent: **Thursday, July 28, 2011 7:59 AM**
To: **'frank.lambertson@mymanatee.org'**
Subject: **Volleyball Agreement for Nancy Cothron**

Attachments: **BC20110726DOCC36.PDF**

Attached is the Volleyball Agreement for Nancy Cothron accepted by the BCC on 7/26/11.

Best regards,
Vicki Jarratt
Board Records
For R.B. "Chips" Shore
Manatee County Clerk of Circuit Court & Comptroller
www.ManateeClerk.com
vicki.jarratt@manateeclerk.com
749-1800 Ext. 4185
"Pride in Service with a Vision to the Future"