

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(June 21-July 29, 2013) UNDER THE AUTHORITY OF RESOLUTION R-09-161

2013 Recess Agenda  
Agenda Item #5

Subject

Rubonia Summer Program Agreement Scrivener's Error

Briefings

None

Contact and/or Presenter Information

Cheri R. Coryea, Director

Neighborhood Services Department

Ext. 3468

**ACCEPTED** in Open Session  
July 30, 2013  
Manatee County Board of County  
Commissioners

Action Requested

Approval of date corrections to the Agreement with United Community Center correcting the commencing date of service for the Rubonia Community Center Summer Program

Enabling/Regulating Authority

11.1.4. Efficiency in Service Delivery

Background Discussion

On June 4, 2013 the Board executed an Agreement with the United Community Center to provide a summer program for youth and adults at the Rubonia Community Center for 7 weeks.

Due to a scrivener's error, the Agreement reflected the wrong commencement date of service (June 15 and June 16). The actual program commencement date is June 17, 2013 and will run through August 2, 2013.

Approval of commencement date correction is being requested at this time to accurately reflect the service date. There are no other changes.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

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Instructions to Board Records

Please send a copy of stamped approved agenda memorandum to Cheri Coryea, Neighborhood Services Department.

Cost and Funds Source Account Number and Name

\$20,000 Reserve for Contingency

Amount and Frequency of Recurring Costs

n/a

Attachment: Rubonia Summer Program Corrections.pdf

**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 United Community Center, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of June 4, 2013.

**WHEREAS**, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged 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 social support services to disadvantaged 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  
Attachment "D" --- Insurance Certificate**

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 an amount not to exceed \$20,000 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 TERM.** A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for the period commencing on June 17, 2013 and ending on August 2, 2013. 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.

**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

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**ATTACHMENT A**

**PROGRAM DESCRIPTION**

**UNITED COMMUNITY CENTER, INC  
RUBONIA COMMUNITY CENTER SUMMER PROGRAM**

A. Service Description: Agency shall provide summer drop in services, hereinafter “Program,” for Manatee County residents at the Rubonia Community Center, located at 1309 72<sup>nd</sup> Street East, Palmetto, Florida, hereinafter “Center” beginning June 17, 2013 through August 2, 2013.

Program operation shall include, but not be limited to, drop in programs and special events services for persons of all ages at the Rubonia Community Center. Adult programming shall be from 9:00 a.m. until 11:00 a.m. daily and youth programming shall be 11:00 a.m. until 4:00 p.m. daily for the term of this Agreement. Special services related to health/nutrition, literacy, technology, recreation and leadership will be provided based on a monthly schedule. Special attention will be paid to allow for bilingual programming. All programs/services shall be reviewed and approved by County representative.

Agency shall maintain daily attendance sheets at the Center to include type of activity provided as well as the names of participants, times services provided, and dates for all portions of the Program for the term of this Agreement and shall make this information available if requested by County’s representative.

B. Unit of Service: A unit of service shall be defined as a week of Program operation.