

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 Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as the "Agency."

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 social support services to disadvantaged or at risk 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 SERVICES. The Agency covenants and represents to the County that the Agency shall provide the services in accordance with and as described in this Agreement and Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: ATTACHMENTS. The Agency shall comply with the terms and conditions of the following documents which are attached and made a part of this Agreement:

Attachment A - Program

Attachment B - Payments and Supporting Documentation

Attachment C - Special Conditions

Attachment D - Certificate of Insurance

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment specifically states that it shall prevail pursuant to this Article 2.

ARTICLE 3: PAYMENT FOR SERVICES. The Agency shall be paid by the County in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the amount listed in Attachment B. Any increase must be

authorized in writing pursuant to a written amendment to this Agreement approved by the Agency and the Board of County Commissioners of Manatee County, Florida, ("Board") on behalf of the County. If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, forms or information, the processing of payments may be delayed, or this Agreement may be terminated.

ARTICLE 4: TERM; AVAILABILITY OF FUNDING.

i. Unless terminated as provided herein, this Agreement shall remain in full force and effect and shall commence on October 1, 2025, and end on September 30, 2026 ("Term").

ii. The obligations of the County under this Agreement (including without limitation the obligation of the County to pay the amount set forth in Attachment B) are subject to the availability of funds lawfully appropriated by the Board.

ARTICLE 5: TERMINATION.

i. 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.

ii. This Agreement may be terminated by the County (a) if the Agency fails to comply with the terms and conditions of this Agreement and does not correct and cure such failure to comply within thirty (30) calendar days after receipt of notice from the County, through its County Administrator, or designee in accordance with Article 6 specifying the manner in which the Agency has failed to comply; or (b) immediately through its County Administrator, or designee, if at any time the County determines that the information submitted by the Agency is not true and correct. Upon sending written notice pursuant to (a) of this paragraph, the County may withhold payment until the Agency corrects and cures the failure. If the County terminates this Agreement pursuant to (b) of this paragraph, the County may seek to recover any funds paid to the Agency. Regardless of the manner in which the County elects to terminate the Agreement, the County may also exercise all remedies available pursuant to Article 19.

iii. 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. The Agency's final request for payment and other documents required shall be submitted to the County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) calendar day period.

iv. In the event that this Agreement encompasses more than one Program, 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 have not been terminated.

ARTICLE 6: NOTICES; ELECTRONIC COMMUNICATIONS. All notices, approvals, claims, consents, demands, requests or other communications between the parties (“Notices”) shall be in writing. All Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and addressed as provided in Attachment C. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or five (5) calendar days after mailing. Notices which are hand delivered or sent by certified or registered mail, return receipt requested are to be addressed as follows:

If mailed to the Agency: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If by hand delivery: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If mailed to the County: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 7: GENERAL CONDITIONS.

A: E-VERIFY.

i. The Agency, and any subcontractor thereof, shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor in accordance with Section 448.095, Florida

Statutes. The Agency hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and uses and shall continue to use, the E-Verify system. The Agency shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Agency enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such affidavit for the duration of this contract.

ii. Pursuant to Section 448.095(5)(c)(3), Florida Statutes, the County is authorized to terminate this contract if it has a good faith belief that the Agency or subcontractor has knowingly violated section 448.09, Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

B: RESTRICTIONS ON FUNDING.

i. In compliance with Section 125.0156, **Florida Statutes**, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

C: MAINTENANCE OF RECORDS; AUDITS.

i. The Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Agency shall provide the County's Representative (as defined in Article 10) all necessary information, records and contracts required by this Agreement as requested by the County's Representative for monitoring and evaluation of the Program within three (3) calendar days following the date of such request, or as otherwise agreed upon with the County's Representative. The Agency's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the 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, the Agency shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Agency made by any local, State or Federal agency. The 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 shall be retained by the Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, the Agency shall provide an audit, compilation and/or review, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida. However, if during the period of time commencing two (2) years immediately prior to the Effective Date and ending one (1) year after the Effective Date, the Agency has or expects to have a budget of \$1,000,000 or more, the Agency shall also submit an audited financial statement and related management letters received, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by the Agency shall serve as the Agency's certification and representation that the information contained therein is true and correct. The Agency recognizes that the County has relied upon or will rely upon audits provided by the Agency in making its determination to provide funds to the Agency in the manner provided in this Agreement.

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

D: PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the Agency shall comply with Florida's public records laws and shall:

i. Keep and maintain public records required by the County to perform the Program.

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

E: 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, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, gender, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by the 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. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement or the Program on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

The Agency warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of this Agreement.

F: LICENSES. The 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 the County's Representative.

G: 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. The Agency shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

H: SUBCONTRACTORS. The Agency agrees that the Program shall be provided by volunteers or employees of the Agency, and not by subcontractors. The Agency shall not subcontract any work under the Agreement without prior written consent of the County's Representative waiving this requirement in accordance with Article 17 of this Agreement. Nothing herein shall preclude employment of personnel through a lease or similar arrangement or contracts or leases for materials, supplies, facilities and other support services for the Agency's Program with the approval of the County's Representative.

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

J: AGENCY REPRESENTATIVES. The person(s) listed in Attachment C shall serve as the Agency's representative(s) ("Agency Representatives") and is/are hereby authorized to administer this Agreement on behalf of the Agency. The Agency's Representative(s) has/have been approved and authorized by the Agency's board of directors to act on behalf of the Agency for purposes of this Agreement. Agency may designate a different Agency's Representative by providing written notice to County's Representative with contact information for the new Agency's Representative on Agency letterhead, signed by Agency's board of directors.

K: AGENCY'S DIRECTORS. The 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 County's Government Relations Department may serve on the Agency's board of directors.

L: ANTI-HUMAN TRAFFICKING. The Agency shall provide the County with sworn affidavit signed by an officer of the Board of Directors or the Agency's Representative under penalty of perjury attesting that Owner does not use coercion for labor or services, such terms are defined in Section 787.06, Florida Statutes (Anti-Human Trafficking Affidavit). The Anti-Human Trafficking Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

M: PUBLIC ENTITY CRIMES. The following statement informing of the provisions

of Section 287.133(2)(a), Florida Statutes, is required to be included in this LOI by Section 287.133(3)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Agency warrants that its administration, staff, and Board of Directors are not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of the Agreement.

N: SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the organization is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Agency that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Agency further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Agency acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Agency further understands that this Agreement with the County for goods or services of any amount may be terminated at the County's option if the Agency (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations

in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

O: FOREIGN COUNTRIES OF CONCERN. Under the requirements of Section 287.138, Florida Statutes, the Agency must provide the County with an affidavit signed by an officer of the Board of Directors or representative of the Agency under penalty of perjury attesting that the Agency is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in the Agency, and that the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern (Foreign Countries of Concern Affidavit). If this Agreement would grant the Agency access to an individual's personal identifying information, this Agreement shall not be effective unless and until the County receives the Foreign Countries of Concern Affidavit from the Agency. The Foreign Countries of Concern Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

P: SUPPLANTING PROHIBITED. The Agency shall ensure that funding provided by the County pursuant to this Agreement is only used to supplement, not supplant or replace, existing funding sources.

The Agency shall cooperate with all County requests to monitor and ensure compliance with this prohibition on supplanting. The Agency shall reimburse the County any funds which the County reasonably determines to have been supplanted in violation of this Article.

Q: DATA BREACH NOTIFICATIONS. The Agency shall comply with all applicable data and privacy laws and regulations, including, without limitation, Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by the Agency is not accessed, transmitted, or stored outside of the United States. The Agency shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that the Agency may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, the Agency shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including, without limitation, DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of the Agency's security obligations, or other event requiring notification under applicable law, the Agency shall (a) notify the County by telephone by calling (941) 742-5807 and 941-745-3750 and by e-mail to itscsc@mymanatee.org and cao@mymanatee.org of such an event within 24 hours of the determination of the breach, or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The

data breach notifications are an authorized exception to the Notice requirements contained in Article 6 of this Agreement. The Agency shall securely store and process information within compliant infrastructure in the United States of America.

R: OTHER OBLIGATIONS OF THE AGENCY.

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

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

iii. The funds paid to the Agency by the County are not for the benefit of any individual but are provided to assist the Agency in developing and maintaining 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 the Agency's cost of providing the Programs, are provided to apportion payment to the Agency and represent the minimum level of service the 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, and only for Program services actually rendered by the Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the Agency receives such revenues which then exceed the actual Program cost, the Agency shall notify the County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. The Agency's bylaws shall be approved by the Agency's board of directors. The Agency shall provide the County with copies of the Agency's bylaws, and any amendments thereto upon request by the County's Representative.

vi. The Agency shall maintain all board of director's minutes, and any referenced financial, staff and other committee reports, and shall provide same to the County upon request by the County's Representative.

vii. With respect to Program files and/or individual client files documenting services:

1. The Agency shall make available to the County's Representative the contents of the files for review if requested.

2. The Agency shall have the following documents/information available during all site visits:

a. Client Consent. The Agency shall present a signed Consent Form (as described in this Article) prior to any client file information being

reviewed by the County's Representative. For records pertaining to minors, such form must be signed by the minor's parent or legal guardian. Records presented without a properly signed form shall not be considered by the County as documentation for proof of services rendered.

b. **Client Eligibility.** The Agency shall maintain Program records that provide evidence of client eligibility to include the client's date of birth and residential street address (not a post office box address) of the client within Manatee County. For minors, a parent or legal guardian must provide evidence of child's birth date and residency.

c. **Program Services Documentation.** The Agency shall maintain sufficient records to document units of service provided in accordance with the Program.

viii. The Agency shall allow the County's Representative to conduct site visits and otherwise periodically monitor and review the Program and the Agency's facilities in furtherance of the Program, and the Agency shall provide the County's Representative with any additional documents or information requested to adequately perform the aforementioned monitoring, properly review and act upon the Agency's payment requests, and conduct other Agreement related tasks.

ix. Because the Program is funded in whole or in part by the County, the Agency agrees to require each client receiving services (or parent or legal guardian of client where applicable) to execute a Consent Form pursuant to this Article.

1. Each Consent Form shall contain an acknowledgment of the client or parent/legal guardian that he/she understands that the County through its representative may request access to any or all of the Agency records relating to the Program and/or the delivery of services for the purposes of evaluating or monitoring the Program or delivery of service to the client, and that he/she consents to the release of records for these purposes.

2. Each Consent Form shall also inform the client or parent/legal guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

3. The Consent Form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.

4. The County's Representative may waive the Agency's obligations regarding furnishing Consent Forms for group educational and similar programs in accordance with Article 17 of this Agreement.

x. To the extent the Agency meets the definition of a "Covered Entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program. In conformity, therewith, the Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.

2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.

3. Mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency except as permitted by this Agreement.

4. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware.

5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the County and the Agency's compliance with HIPAA.

6. The Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with HIPAA during its association with the County.

7. The Agency will compel employees and agents to sign acknowledgments of receipt of and understanding of all rules and regulations related to HIPAA.

8. The Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.

9. The Agency will ensure all relevant employees and agents will have been instructed in HIPAA compliance related to PHI records prior to performing in furtherance of the Program. The Agency shall be responsible for all costs and expenses for HIPAA training of its employees and agents.

10. Notwithstanding any other provision of this Agreement, the Agency agrees to hold harmless and indemnify the County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by the Agency, its agents or employees.

11. In addition to the foregoing, to the extent the Agency meets the definition of a "Covered Entity" or a "Business Associate" as defined by HIPAA, the Agency agrees to enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide the County, upon the County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. The 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 or omission was caused through negligence of the Agency or its employees, or of the subcontractors or its employees, if any. The Agency shall pay all charges of attorneys and paralegals 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 the Agency, shall in no way limit the responsibility of the Agency 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 the 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, the County shall give notice thereof in writing to the Agency in accordance with Article 6 of this Agreement. Upon receipt of notice, the Agency, at its own expense, shall 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 the County's right to provide its own defense and to recover from the Agency its attorneys' and paralegals' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

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 as set forth below. The Agency shall provide a Certificate of Insurance and applicable endorsement as evidence of coverages and make part of this Agreement as Attachment "D" to include: (1) Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate. Coverage must be under a per occurrence policy form; (2) Automobile Liability in an amount not less than \$1,000,000 combined single limit or \$500,000 bodily injury and \$500,000 property damage; (3) Workers' Compensation and Employers' Liability in compliance with the laws and statutes of the State of Florida and federal government.

“Manatee County, a political subdivision of the State of Florida,” shall be named as an additional named insured in respects to: liability arising out of activities performed by or on behalf of the Agency, his agents, representatives, and employees; or automobiles owned, leased, hired or borrowed by the Agency. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

The Agency shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a political subdivision of the State of Florida,” as additional named insured; or (2) an endorsement can be issued that states that all certificate holders are additional named insureds with respects to the policy.

The Agency's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Agency's insurance and shall be non-contributory.

All rights of subrogation shall be waived against Manatee County for all losses and damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

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 ten (10) 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, the Agency shall, not less than ten (10) days prior to the expiration of any existing policy, provide the County with evidence of a binder proving continuation of coverage and a new certificate within thirty (30) days.

The Agency shall immediately notify the County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The 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. The County shall be under no obligation to pay the Agency for any services provided or for any costs associated with the Program for any period of time concurrent with any lapse in coverage.

The Agency agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

The Agency agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to

request or receive evidence of this insurance coverage shall not be construed as a waiver of the Agency's obligation to provide and maintain the insurance coverage specified.

ARTICLE 10: THE COUNTY REPRESENTATIVES; DELEGATIONS OF AUTHORITY. The Director of Manatee County's Government Relations Department or such other employee as may be designated in writing by the Director of Manatee County's Government Relations Department shall serve as the County's representative ("County's Representative") and is hereby authorized to administer this Agreement on behalf of the County and designate such additional employees as may be required to monitor the Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. The Board hereby authorizes the Director of Manatee County's Government Relations Department and the County's Representative to perform all the respective tasks referenced in this Agreement. The County's Representative is hereby also authorized to approve or reject documents/information received from the Agency if not provided in a form deemed acceptable by the County's Representative, in his/her sole discretion. Disputes between the parties' respective representatives over the interpretation of any provision of this Agreement shall be referred to the Director of Manatee County's Government Relations Department or his designee for resolution.

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 portion of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining portions, which shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 13: HEADINGS. All headings 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 an epidemic, hurricane, pandemic, 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. In accordance with applicable law, the Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event. The County may review specific guidelines related to restarting Program services after a disaster to ensure the health and well-being of the citizens.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and nothing contained in this Agreement

is intended or shall be construed to confer upon or give any authority, claim, duty, interest, liability, right, privilege, obligation, remedy, or benefit upon 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.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full understanding 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 respective Representative, 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, referencing this Article 17, with an express and specific statement of the intent of such party 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. In the event the County determines the Agency has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the Agency. The Agency shall reimburse the County the requested sum upon receipt of such a request; if the Agency fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available by law or in equity.

ARTICLE 20: LEGAL FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys' and paralegals' 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 upon execution by both parties hereto.

ARTICLE 22: AUTHORITY TO EXECUTE; ELECTRONIC SIGNATURES. Each

of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on that party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

ARTICLE 23: YEARS, DAYS AND TIMES. The term "year" as used herein shall in all cases mean a consecutive twelve (12) month period of time. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour period running from midnight to midnight (also known as a calendar day). All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, on the respective dates set forth below. The parties consent to the use of electronic signatures in accordance with Florida law.

AGENCY

Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida.

By: _____
Signature

Printed Name: Chris R. Dolan

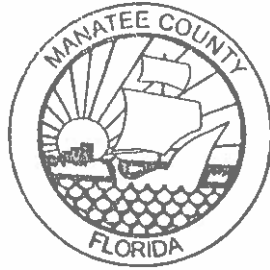
Station Manager - Manatee
Educational Television
As: (METV)
Title

Date: 5 / 20 / 2026

COUNTY

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners



By: JH
Chairperson

Date: May 14, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Rylin Deth, OC
Deputy Clerk

**ATTACHMENT A
PROGRAM**

**MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING**

1. DESCRIPTION:
 - a. The Agency shall provide educational television programming services and broadcast in Manatee County, hereinafter "Program".
2. TARGET POPULATION:
 - a. The Agency shall serve cable and internet viewers throughout the community who are residents of Manatee County. Persons served by the Agency's Program are hereinafter, collectively, "Clients" and individually, a "Client".
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. Broadcasting at METV station, 2501 63rd Ave East, Bradenton, FL, 34203
 - ii. Production at various community locations.
 - b. Services will be provided at the following time(s):
 - i. Daily according to broadcast schedule.
 - c. The Agency is not permitted to change the locations or hours of service unless approved in writing by the County's Representative after receipt of written request by the Agency to modify same.
4. SERVICES:
 - a. Broadcasting: Program shall provide community & educational television programming and distribution through educational access television channel, county and METV social media channels and the internet on METV website by using the link to METV channel on YouTube (if applicable), including but not limited to the following
 - i. Programs broadcast shall represent issues and concerns relevant to the community
 - ii. Program content shall be within 10 years of original air date. Or based on long term relevancy and continued local interest; and
 - iii. New production shall be broadcast upon completion of post-production editing
 - iv. Broadcast shall contain closed captioning when possible.

- b. **Production:** Program shall provide newly produced educational programming, including but not limited to the following: production, post-production editing and broadcasting through cable television, social media and the internet on the METV website.
 - i. Programming shall focus on the subject matter pertaining to a minimum of one or more of the following audiences: Seniors and shut-in residence, active and retired military and their families, disabled residence, uninsured and underinsured residence, asset limited, income restrained, employed (ALICE) residents. Entrepreneurs and small business owners, outdoor enthusiasts, those who love nature, parks and green spaces, those interested in health related and well being programs, and programs that cover a strong local interest and benefit shall be considered.

5. UNIT OF SERVICE:

- a. **Broadcasting:** A unit of service shall be defined as one month of educational television broadcasts as described in Attachment A., along with the filming of scheduled discretionary programs by METV or programs determined by the County representative.
- b. **Production:** A unit of service shall be defined as the production of educational television programs with information specifically intended for the audiences listed in Attachment A.

6. RESULTS:

- a. Program results, approved by the County, shall be tracked and verified by the Agency.
 - i. **Result/Target Statement:** Of the nonprofit organizations served, the Agency anticipates producing a total of 84 community-focused programs annually, consisting of:
 - 1. Long-form programs (over 25 minutes): 48 programs annually
 - 2. Short-form programs (25 minutes or less): 36 programs annually
- Progress toward these targets shall be reported monthly with each invoice.

Milestone/Verification #1:

Milestones:

Production of long-form programs (target: 48 annually)

Production of short-form programs (target: 36 annually)

Ongoing progress toward total of 84 programs annually

Verification:

Monthly production logs identifying the number and type of programs completed
Copies and/or links to completed programs
Documentation confirming program length (over or under 25 minutes)

Milestone/Verification #2:

Milestones:

Monthly reporting of completed programs submitted with each invoice
Tracking of cumulative totals toward annual targets

Verification:

Monthly invoices with itemized counts of long-form and short-form programs
Supporting documentation attached to invoices (e.g., program lists, links, or airtime logs)
Final report summarizing total programs produced (48 long-form and 36 short-form)

- b. The Agency is not permitted to modify the results, targets, verifications or milestones unless approved in writing by the County's Representative in accordance with Article 17 of this Agreement after receipt of written request by the Agency to change same. The Agency's written request to modify same shall include a logical analysis of the reason for modification.

ATTACHMENT B
PAYMENTS AND SUPPORTING DOCUMENTATION

MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING

The Agency shall be paid by the County an amount not to exceed \$186,000 for the Program provided during the Term of this Agreement, as specified below:

1. Units of Service
 - a. Broadcasting: The Agency shall provide 12 Units of Broadcasting Service, during the term of the Agreement.
 - b. Production: Agency shall provide 84 Units of Production Service, during the term of the Agreement
2. Unit Rate: Agency shall be paid by the County for each unit of service provided in accordance with Article 1, Attachment A, as follows:
 - a. Broadcasting: Agency shall be paid an amount not to exceed \$81,000 for broadcasting over the term of the Agreement; and Agency shall be paid by the County in the amount of \$6,750 for each unit of service provided.
 - b. Production : Agency shall be paid an amount not to exceed \$105,000 for production over the term of the Agreement; and Agency shall be paid by the County in the amount of \$1,250 for each unit of service provided.
 - i. Each finished production product should contain closed captioning if possible.
3. Supporting Documentation
 - a. Payment Request Form:
 - i. To request payment by the County, the Agency shall complete and submit an Agency Payment Request Form (below) to the County's Representative monthly, in accordance with Attachment C.
 - b. Unit Tracking Form:
 - i. The Agency shall create and submit for review and approval by the County's Representative in accordance with Attachment B a Unit Tracking Form reporting the Units of Service performed during the reporting period and containing, at a minimum, the following information:
 - ii.
 1. Programing Topic
 2. Month and year service was rendered
 3. Broadcast Program Report
 - a. Dates of Programming

- b. Total hours of monthly programming
 - c. Production Titles
 - d. Production length
 - e. Program classification (Long-form [over 25 minutes] or Short-form [25 minutes or less])
- 4. Program Production Report
 - a. First Air Date
 - b. Title to reflect subject matter
 - c. Name of non-profit agency or community group Agency worked with to produce the program
 - d. Closed captioning provided for finished product; yes/no
- 5. Monthly Summary Totals
 - a. Total number of long-form programs produced during the reporting period
 - b. Total number of short-form programs produced during the reporting period
 - c. Cumulative totals toward annual targets

The Unit Tracking Form shall be submitted monthly with each invoice
 Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.

- 4. Cumulative Payment Cap
 - a. The Agency shall be paid monthly, for the actual number of units of service it has provided and documented.
- 5. Submission Date
 - a. It is recommended that the Agency Payment Request Forms be submitted to the County by the fifteenth (15th) day of the month following the reporting period. The Agency payment requests are processed in the order that they are received by the County.
- 6. Final Payment Request
 - a. The Agency shall have until thirty (30) days after expiration or termination of the Agreement to submit to the County a final and complete Agency Payment Request Form, unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims or demands of the Agency not submitted to the County on the Payment Request Form by the thirtieth (30th) day after expiration or termination of the Agreement.
- 7. Correction of Errors in Payment Requests

a. The Agency hereby authorizes the County through the County's Representative to correct any errors identified by the County's Representative in Payment Requests submitted by the Agency with written notice of same by the County's Representative for the sole purposes of preventing delay in payment processing.



NON-PROFIT AGENCY PAYMENT REQUEST FORM

[TERM: October 1, 2025 – September 30, 2026]

AGENCY: Manatee Educational Television Consortium Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

2501 63rd Ave East, Bradenton FL 34023

PROJECT NUMBER: [insert accounting detail from prior year agreement – if new obtain from Fiscal]

PROGRAM: Educational Broadcast & Programming

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
Broadcasting	\$6,750	\$81,000	\$	\$
Production		\$105,000		

SECTION 2: CLIENT SERVICES

	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Broadcasting	\$6,750	12		1		%	%

Production	\$1,250	84				%	%
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SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request Form is true and accurate to the best of my knowledge and all client files contain the approved eligibility verification. The Agency recognizes that the County has relied upon, or will rely upon, information provided herein by the Agency in making its determination to provide funds to the Agency, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the funding agreement and seek to recover any funds paid to the Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

GOVERNMENT
RELATIONS CONTRACT
MANAGER:

DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**MANATEE EDUCATIONAL TELEVISION CONSORTIUM INC.
EDUCATIONAL BROADCASTING & PROGRAMMING**

1. Agreement Reporting Deliverables:

- a. The Agency shall submit the following reports quarterly as instructed by the County Representative (or by electronic mail or other electronic means, including, without limitation, by way of posting to a secure website) and retain verification on site for review upon request by the County:

2. Documentation: The Agency shall submit the following documentation to the County:

Other Documents Required		
Title		Requirement/Description
a.	E-Verify	In accordance with Article 7, Agency or its subcontractor(s) has registered and uses the E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor. Copy of E-Verify Company Information Page and any employee certifications not previously submitted.
b.	Insurance	In accordance with Article 9 of this Agreement: i. Certificate of Insurance. ii. Evidence of a binder proving continuation of coverage not less than one (1) day prior to expiration of any existing policy and a new certificate as reasonably soon as possible.
c.	Financial Audit	Financial audit, compilation and/or review in accordance with Article 7 of this Agreement within 2 months of signing this agreement.
e.	Client Eligibility Verification	In accordance with Article 7 of this Agreement.
f.	Payment Request Documentation	In accordance with the payment schedule defined, submit the Unit Tracking Form, Payment Request Form, other documentation required for payment processing.

3. **Site Inspections:** The Agency shall permit the County, its officers, agents, and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized in furtherance of the Program to verify compliance with this Agreement. The Agency's officers, employees and volunteers shall cooperate with the County to ensure such site inspections provide the County with the access and information needed to verify the Agency's compliance.

4. Remedies: If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to, financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.

5. Agency's Representative: The person(s) listed here are the Agency's Representative(s):

	Christopher R. Dolan, Station Manager
Mailing Address:	2501 63 rd Ave East Bradenton, FL 34203
Physical Address:	2501 63 rd Ave East Bradenton, FL 34203
Phone Number:	941-751-6550 ext 43192
Facsimile:	N/A
Email Address:	dolanc@metvweb.com

Notice from the County to any one of the Agency's Representatives constitutes notice to all of the Agency's Representatives.

6. Waivers: None

- a. Subcontractors. Pursuant to Article 2 of the Agreement, the provisions in this paragraph and its subparagraphs shall prevail over any conflicting language in the body of the Agreement. The Agency may retain subcontractors to provide services in furtherance of the Program provided:
 - i. The Agency furnishes a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - ii. All subcontracts between the Agency and its subcontractors related to the performance of Program specifically state that they are subject to all provisions of this Agreement.
 - iii. The Agency ensures that all subcontracts conform to the terms and conditions of this Agreement.
 - iv. A copy of this Agreement is attached to and incorporated within any subcontracts between the Agency and its subcontractor.
 - v. The Agency makes available records related to any subcontract, upon request by the County's Representative.
 - vi. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. (Section 448.095(5)(b), Florida Statutes).

The County's Representative may, but has no duty to, review proposed or executed subcontracts.

Any written consent or approval by the County's Representative regarding subcontracts or subcontractors shall not alter the Agency's obligation to fulfill all terms of this Agreement nor be construed as evidence of the County having approved of or deemed any subcontract compliant with the terms and conditions of this Agreement or Florida law.

- b. **Consent Forms and Client Files.** Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligations regarding drafting or furnishing Consent Forms or providing individual Client files.
- c. **Client Eligibility Evidence.** Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligation of the Agency to provide evidence of Client eligibility.

ATTACHMENT D
CERTIFICATE OF INSURANCE



May 19, 2026 - Regular Meeting

Subject

Execution of Updated Non-Profit Agreement with Manatee Educational Television Consortium (METV), Stephanie Garrison, Director of Government Relations

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Stephanie Garrison, Director of Government Relations ext:5323

Action Requested

Authorization to execute the Updated Non-Profit Agreement between Manatee Educational Television Consortium (METV) and Manatee County.

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

The approval before the Board updates Manatee Educational Television Consortium's (METV) agreement to the County's standardized non-profit agreement format, improving transparency, accountability, and performance measurement while continuing a long-standing community service partnership.

This change does not create a new program, it strengthens how the County tracks and manages the public investment by clearly defining services, deliverables, reporting requirements, and measurable milestones. Under the updated agreement, METV will receive up to \$186,000 for Fiscal Year 2025–2026 to provide educational broadcasting and production services that benefit Manatee County residents. This includes 12 months of educational broadcasting and the production of 84 new community-focused programs annually, with specific targets for 48 long-form programs and 36 short-form programs. Monthly invoices must now include production logs, program tracking, and supporting documentation to verify performance and progress toward these goals.

See attached Agenda Update Memos 5.14.26 & 5.18.26, and Email dated 5/19/26 from Agenda Coordinator

METV serves as an important platform for local storytelling and public awareness, producing between 150–200 programs annually that highlight the work of nonprofits, local agencies, and community organizations across Manatee County. In FY 2024–2025 alone, METV partnered with more than 70 organizations, helping amplify the missions of groups such as the Cracker Trail Association, Parrish Civic Association, Turning Points, Feeding Empty Little Tummys, Manatee Education Foundation, Manatee Area Chamber of Commerce, Manatee Veterans Council, Fire Chiefs Association, Manatee Bar Association, the 12th Judicial Circuit, Defibrillate Manatee Foundation, PACE Center for Girls, Manatee Performing Arts Center, Bradenton Kiwanis, the Fraternal Order of Police, and many others.

The updated agreement ensures taxpayer dollars are tied to clear public purpose outcomes while preserving a valuable resource that helps connect residents to local services, education, civic engagement, and nonprofit support. It reflects the County's broader commitment to stronger oversight, measurable results, and responsible stewardship of public funds.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

Instructions to Board Records

Please ensure that the Chairperson signs page 18 of the agreement.

Please send copy of approved agenda item to the following:

Chris Dolan, dolanc@metvweb.com

Casey Zempel, casey.zempel@metvweb.com

Distributed 5/20/26, RT

Cost and Funds Source Account Number and Name

0010000209 Information Outreach

Amount and Frequency of Recurring Costs

\$186,000 annually



May 19, 2026 - Regular Meeting

Subject

Updates to Agenda - May 14, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 5/14/26) for the meeting of May 19, 2026:

CONSENT AGENDA

Government Relations

Item 20, Execution of Updated Non-Profit Agreement with Manatee Educational Television Consortium (METV), Stephanie Garrison, Director of Government Relations

- This agenda item was updated to include the revised Non-Profit Agreement.

Item 21, Authorization to submit recommended census tracts for Opportunity Zone designation through Florida Commerce, Stephanie Garrison, Government Relations Director

- This agenda item was updated with a revised Action Requested and Attorney Review designation in strikethrough/underline format.

Sports and Leisure Department

Item 28, Execution of Agreement for Charitable Services with The Patterson Foundation for the 2026 Suncoast Summer Reading Challenge- Molly White- Director, Sports and Leisure Services, Countywide

- This agenda item was updated with a revised Charitable Services Agreement.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 38, Advertising Revenue for Public Transit System – District 3

- This agenda item was updated to revise the Background Discussion in strikethrough/underline format.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

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 Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as the "Agency.”

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 social support services to disadvantaged or at risk 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 SERVICES. The Agency covenants and represents to the County that the Agency shall provide the services in accordance with and as described in this Agreement and Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: ATTACHMENTS. The Agency shall comply with the terms and conditions of the following documents which are attached and made a part of this Agreement:

Attachment A - Program

Attachment B - Payments and Supporting Documentation

Attachment C - Special Conditions

Attachment D - Certificate of Insurance

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment specifically states that it shall prevail pursuant to this Article 2.

ARTICLE 3: PAYMENT FOR SERVICES. The Agency shall be paid by the County in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the amount listed in Attachment B. Any increase must be

authorized in writing pursuant to a written amendment to this Agreement approved by the Agency and the Board of County Commissioners of Manatee County, Florida, (“Board”) on behalf of the County. If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, forms or information, the processing of payments may be delayed, or this Agreement may be terminated.

ARTICLE 4: TERM; AVAILABILITY OF FUNDING.

i. Unless terminated as provided herein, this Agreement shall remain in full force and effect and shall commence on October 1, 2025, and end on September 30, 2026 (“Term”).

ii. The obligations of the County under this Agreement (including without limitation the obligation of the County to pay the amount set forth in Attachment B) are subject to the availability of funds lawfully appropriated by the Board.

ARTICLE 5: TERMINATION.

i. 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.

ii. This Agreement may be terminated by the County (a) if the Agency fails to comply with the terms and conditions of this Agreement and does not correct and cure such failure to comply within thirty (30) calendar days after receipt of notice from the County, through its County Administrator, or designee in accordance with Article 6 specifying the manner in which the Agency has failed to comply; or (b) immediately through its County Administrator, or designee, if at any time the County determines that the information submitted by the Agency is not true and correct. Upon sending written notice pursuant to (a) of this paragraph, the County may withhold payment until the Agency corrects and cures the failure. If the County terminates this Agreement pursuant to (b) of this paragraph, the County may seek to recover any funds paid to the Agency. Regardless of the manner in which the County elects to terminate the Agreement, the County may also exercise all remedies available pursuant to Article 19.

iii. 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. The Agency’s final request for payment and other documents required shall be submitted to the County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) calendar day period.

iv. In the event that this Agreement encompasses more than one Program, 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 have not been terminated.

ARTICLE 6: NOTICES; ELECTRONIC COMMUNICATIONS. All notices, approvals, claims, consents, demands, requests or other communications between the parties (“Notices”) shall be in writing. All Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and addressed as provided in Attachment C. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or five (5) calendar days after mailing. Notices which are hand delivered or sent by certified or registered mail, return receipt requested are to be addressed as follows:

If mailed to the Agency: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If by hand delivery: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If mailed to the County: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 7: GENERAL CONDITIONS.

A: E-VERIFY.

i. The Agency, and any subcontractor thereof, shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor in accordance with Section 448.095, Florida

Statutes. The Agency hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and uses and shall continue to use, the E-Verify system. The Agency shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Agency enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such affidavit for the duration of this contract.

ii. Pursuant to Section 448.095(5)(c)(3), Florida Statutes, the County is authorized to terminate this contract if it has a good faith belief that the Agency or subcontractor has knowingly violated section 448.09, Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

B: RESTRICTIONS ON FUNDING.

i. In compliance with Section 125.0156, **Florida Statutes**, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

C: MAINTENANCE OF RECORDS; AUDITS.

i. The Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Agency shall provide the County's Representative (as defined in Article 10) all necessary information, records and contracts required by this Agreement as requested by the County's Representative for monitoring and evaluation of the Program within three (3) calendar days following the date of such request, or as otherwise agreed upon with the County's Representative. The Agency's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the 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, the Agency shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Agency made by any local, State or Federal agency. The 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 shall be retained by the Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, the Agency shall provide an audit, compilation and/or review, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida. However, if during the period of time commencing two (2) years immediately prior to the Effective Date and ending one (1) year after the Effective Date, the Agency has or expects to have a budget of \$1,000,000 or more, the Agency shall also submit an audited financial statement and related management letters received, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by the Agency shall serve as the Agency's certification and representation that the information contained therein is true and correct. The Agency recognizes that the County has relied upon or will rely upon audits provided by the Agency in making its determination to provide funds to the Agency in the manner provided in this Agreement.

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

D: PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the Agency shall comply with Florida's public records laws and shall:

- i. Keep and maintain public records required by the County to perform the Program.
- ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the County.
- iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

E: 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, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, gender, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by the 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. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement or the Program on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

The Agency warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of this Agreement.

F: LICENSES. The 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 the County's Representative.

G: 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. The Agency shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

H: SUBCONTRACTORS. The Agency agrees that the Program shall be provided by volunteers or employees of the Agency, and not by subcontractors. The Agency shall not subcontract any work under the Agreement without prior written consent of the County's Representative waiving this requirement in accordance with Article 17 of this Agreement. Nothing herein shall preclude employment of personnel through a lease or similar arrangement or contracts or leases for materials, supplies, facilities and other support services for the Agency's Program with the approval of the County's Representative.

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

J: AGENCY REPRESENTATIVES. The person(s) listed in Attachment C shall serve as the Agency's representative(s) ("Agency Representatives") and is/are hereby authorized to administer this Agreement on behalf of the Agency. The Agency's Representative(s) has/have been approved and authorized by the Agency's board of directors to act on behalf of the Agency for purposes of this Agreement. Agency may designate a different Agency's Representative by providing written notice to County's Representative with contact information for the new Agency's Representative on Agency letterhead, signed by Agency's board of directors.

K: AGENCY'S DIRECTORS. The 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 County's Government Relations Department may serve on the Agency's board of directors.

L: ANTI-HUMAN TRAFFICKING. The Agency shall provide the County with sworn affidavit signed by an officer of the Board of Directors or the Agency's Representative under penalty of perjury attesting that Owner does not use coercion for labor or services, such terms are defined in Section 787.06, Florida Statutes (Anti-Human Trafficking Affidavit). The Anti-Human Trafficking Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

M: PUBLIC ENTITY CRIMES. The following statement informing of the provisions

of Section 287.133(2)(a), Florida Statutes, is required to be included in this LOI by Section 287.133(3)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Agency warrants that its administration, staff, and Board of Directors are not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of the Agreement.

N: SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the organization is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Agency that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Agency further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Agency acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Agency further understands that this Agreement with the County for goods or services of any amount may be terminated at the County's option if the Agency (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations

in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

O: FOREIGN COUNTRIES OF CONCERN. Under the requirements of Section 287.138, Florida Statutes, the Agency must provide the County with an affidavit signed by an officer of the Board of Directors or representative of the Agency under penalty of perjury attesting that the Agency is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in the Agency, and that the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern (Foreign Countries of Concern Affidavit). If this Agreement would grant the Agency access to an individual's personal identifying information, this Agreement shall not be effective unless and until the County receives the Foreign Countries of Concern Affidavit from the Agency. The Foreign Countries of Concern Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

P: SUPPLANTING PROHIBITED. The Agency shall ensure that funding provided by the County pursuant to this Agreement is only used to supplement, not supplant or replace, existing funding sources.

The Agency shall cooperate with all County requests to monitor and ensure compliance with this prohibition on supplanting. The Agency shall reimburse the County any funds which the County reasonably determines to have been supplanted in violation of this Article.

Q: DATA BREACH NOTIFICATIONS. The Agency shall comply with all applicable data and privacy laws and regulations, including, without limitation, Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by the Agency is not accessed, transmitted, or stored outside of the United States. The Agency shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that the Agency may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, the Agency shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including, without limitation, DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of the Agency's security obligations, or other event requiring notification under applicable law, the Agency shall (a) notify the County by telephone by calling (941) 742-5807 and 941-745-3750 and by e-mail to itspsc@mymanatee.org and cao@mymanatee.org of such an event within 24 hours of the determination of the breach, or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The

data breach notifications are an authorized exception to the Notice requirements contained in Article 6 of this Agreement. The Agency shall securely store and process information within compliant infrastructure in the United States of America.

R: OTHER OBLIGATIONS OF THE AGENCY.

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

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

iii. The funds paid to the Agency by the County are not for the benefit of any individual but are provided to assist the Agency in developing and maintaining 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 the Agency's cost of providing the Programs, are provided to apportion payment to the Agency and represent the minimum level of service the 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, and only for Program services actually rendered by the Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the Agency receives such revenues which then exceed the actual Program cost, the Agency shall notify the County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. The Agency's bylaws shall be approved by the Agency's board of directors. The Agency shall provide the County with copies of the Agency's bylaws, and any amendments thereto upon request by the County's Representative.

vi. The Agency shall maintain all board of director's minutes, and any referenced financial, staff and other committee reports, and shall provide same to the County upon request by the County's Representative.

vii. With respect to Program files and/or individual client files documenting services:

1. The Agency shall make available to the County's Representative the contents of the files for review if requested.

2. The Agency shall have the following documents/information available during all site visits:

a. Client Consent. The Agency shall present a signed Consent Form (as described in this Article) prior to any client file information being

reviewed by the County's Representative. For records pertaining to minors, such form must be signed by the minor's parent or legal guardian. Records presented without a properly signed form shall not be considered by the County as documentation for proof of services rendered.

b. Client Eligibility. The Agency shall maintain Program records that provide evidence of client eligibility to include the client's date of birth and residential street address (not a post office box address) of the client within Manatee County. For minors, a parent or legal guardian must provide evidence of child's birth date and residency.

c. Program Services Documentation. The Agency shall maintain sufficient records to document units of service provided in accordance with the Program.

viii. The Agency shall allow the County's Representative to conduct site visits and otherwise periodically monitor and review the Program and the Agency's facilities in furtherance of the Program, and the Agency shall provide the County's Representative with any additional documents or information requested to adequately perform the aforementioned monitoring, properly review and act upon the Agency's payment requests, and conduct other Agreement related tasks.

ix. Because the Program is funded in whole or in part by the County, the Agency agrees to require each client receiving services (or parent or legal guardian of client where applicable) to execute a Consent Form pursuant to this Article.

1. Each Consent Form shall contain an acknowledgment of the client or parent/legal guardian that he/she understands that the County through its representative may request access to any or all of the Agency records relating to the Program and/or the delivery of services for the purposes of evaluating or monitoring the Program or delivery of service to the client, and that he/she consents to the release of records for these purposes.

2. Each Consent Form shall also inform the client or parent/legal guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

3. The Consent Form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.

4. The County's Representative may waive the Agency's obligations regarding furnishing Consent Forms for group educational and similar programs in accordance with Article 17 of this Agreement.

x. To the extent the Agency meets the definition of a “Covered Entity” as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program. In conformity, therewith, the Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.

2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.

3. Mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency except as permitted by this Agreement.

4. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware.

5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the County and the Agency's compliance with HIPAA.

6. The Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with HIPAA during its association with the County.

7. The Agency will compel employees and agents to sign acknowledgments of receipt of and understanding of all rules and regulations related to HIPAA.

8. The Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.

9. The Agency will ensure all relevant employees and agents will have been instructed in HIPAA compliance related to PHI records prior to performing in furtherance of the Program. The Agency shall be responsible for all costs and expenses for HIPAA training of its employees and agents.

10. Notwithstanding any other provision of this Agreement, the Agency agrees to hold harmless and indemnify the County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by the Agency, its agents or employees.

11. In addition to the foregoing, to the extent the Agency meets the definition of a "Covered Entity" or a "Business Associate" as defined by HIPAA, the Agency agrees to enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide the County, upon the County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. The 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 or omission was caused through negligence of the Agency or its employees, or of the subcontractors or its employees, if any. The Agency shall pay all charges of attorneys and paralegals 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 the Agency, shall in no way limit the responsibility of the Agency 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 the 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, the County shall give notice thereof in writing to the Agency in accordance with Article 6 of this Agreement. Upon receipt of notice, the Agency, at its own expense, shall 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 the County's right to provide its own defense and to recover from the Agency its attorneys' and paralegals' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

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 as set forth below. The Agency shall provide a Certificate of Insurance and applicable endorsement as evidence of coverages and make part of this Agreement as Attachment "D" to include: (1) Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate. Coverage must be under a per occurrence policy form; (2) Automobile Liability in an amount not less than \$1,000,000 combined single limit or \$500,000 bodily injury and \$500,000 property damage; (3) Workers' Compensation and Employers' Liability in compliance with the laws and statutes of the State of Florida and federal government.

“Manatee County, a political subdivision of the State of Florida,” shall be named as an additional named insured in respects to: liability arising out of activities performed by or on behalf of the Agency, his agents, representatives, and employees; or automobiles owned, leased, hired or borrowed by the Agency. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

The Agency shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a political subdivision of the State of Florida,” as additional named insured; or (2) an endorsement can be issued that states that all certificate holders are additional named insureds with respects to the policy.

The Agency's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Agency's insurance and shall be non-contributory.

All rights of subrogation shall be waived against Manatee County for all losses and damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

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 ten (10) 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, the Agency shall, not less than ten (10) days prior to the expiration of any existing policy, provide the County with evidence of a binder proving continuation of coverage and a new certificate within thirty (30) days.

The Agency shall immediately notify the County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The 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. The County shall be under no obligation to pay the Agency for any services provided or for any costs associated with the Program for any period of time concurrent with any lapse in coverage.

The Agency agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

The Agency agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to

request or receive evidence of this insurance coverage shall not be construed as a waiver of the Agency's obligation to provide and maintain the insurance coverage specified.

ARTICLE 10: THE COUNTY REPRESENTATIVES; DELEGATIONS OF AUTHORITY. The Director of Manatee County's Government Relations Department or such other employee as may be designated in writing by the Director of Manatee County's Government Relations Department shall serve as the County's representative ("County's Representative") and is hereby authorized to administer this Agreement on behalf of the County and designate such additional employees as may be required to monitor the Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. The Board hereby authorizes the Director of Manatee County's Government Relations Department and the County's Representative to perform all the respective tasks referenced in this Agreement. The County's Representative is hereby also authorized to approve or reject documents/information received from the Agency if not provided in a form deemed acceptable by the County's Representative, in his/her sole discretion. Disputes between the parties' respective representatives over the interpretation of any provision of this Agreement shall be referred to the Director of Manatee County's Government Relations Department or his designee for resolution.

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 portion of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining portions, which shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 13: HEADINGS. All headings 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 an epidemic, hurricane, pandemic, 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. In accordance with applicable law, the Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event. The County may review specific guidelines related to restarting Program services after a disaster to ensure the health and well-being of the citizens.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and nothing contained in this Agreement

is intended or shall be construed to confer upon or give any authority, claim, duty, interest, liability, right, privilege, obligation, remedy, or benefit upon 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.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full understanding 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 respective Representative, 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, referencing this Article 17, with an express and specific statement of the intent of such party 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. In the event the County determines the Agency has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the Agency. The Agency shall reimburse the County the requested sum upon receipt of such a request; if the Agency fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available by law or in equity.

ARTICLE 20: LEGAL FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys' and paralegals' 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 upon execution by both parties hereto.

ARTICLE 22: AUTHORITY TO EXECUTE; ELECTRONIC SIGNATURES. Each

of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on that party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

ARTICLE 23: YEARS, DAYS AND TIMES. The term "year" as used herein shall in all cases mean a consecutive twelve (12) month period of time. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour period running from midnight to midnight (also known as a calendar day). All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, on the respective dates set forth below. The parties consent to the use of electronic signatures in accordance with Florida law.

AGENCY

Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida.

By: _____
Signature

Printed Name: _____

As: _____
Title

Date: _____

COUNTY

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

ATTACHMENT A
PROGRAM

MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING

1. DESCRIPTION:
 - a. The Agency shall provide educational television programming services and broadcast in Manatee County, hereinafter “Program”.
2. TARGET POPULATION:
 - a. The Agency shall serve cable and internet viewers throughout the community who are residents of Manatee County. Persons served by the Agency’s Program are hereinafter, collectively, “Clients” and individually, a “Client”.
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. Broadcasting at METV station, 2501 63rd Ave East, Bradenton, FL, 34203
 - ii. Production at various community locations.
 - b. Services will be provided at the following time(s):
 - i. Daily according to broadcast schedule.
 - c. The Agency is not permitted to change the locations or hours of service unless approved in writing by the County’s Representative after receipt of written request by the Agency to modify same.
4. SERVICES:
 - a. Broadcasting: Program shall provide community & educational television programming and distribution through educational access television channel, county and METV social media channels and the internet on METV website by using the link to METV channel on YouTube (if applicable), including but not limited to the following
 - i. Programs broadcast shall represent issues and concerns relevant to the community
 - ii. Program content shall be within 10 years of original air date. Or based on long term relevancy and continued local interest; and
 - iii. New production shall be broadcast upon completion of post-production editing
 - iv. Broadcast shall contain closed captioning when possible.

- b. Production: Program shall provide newly produced educational programming, including but not limited to the following: production, post-production editing and broadcasting through cable television, social media and the internet on the METV website.
 - i. Programming shall focus on the subject matter pertaining to a minimum of one or more of the following audiences: Seniors and shut-in residence, active and retired military and their families, disabled residence, uninsured and underinsured residence, asset limited, income restrained, employed (ALICE) residents. Entrepreneurs and small business owners, outdoor enthusiasts, those who love nature, parks and green spaces, those interested in health related and well being programs, and programs that cover a strong local interest and benefit shall be considered.

5. UNIT OF SERVICE:

- a. Broadcasting: A unit of service shall be defined as one month of educational television broadcasts as described in Attachment A., along with the filming of scheduled discretionary programs by METV or programs determined by the County representative.
- b. Production: A unit of service shall be defined as the production of educational television programs with information specifically intended for the audiences listed in Attachment A.

6. RESULTS:

- a. Program results, approved by the County, shall be tracked and verified by the Agency.
 - i. Result/Target Statement: Of the nonprofit organizations served, the Agency anticipates producing a total of 84 community-focused programs annually, consisting of:
 - 1. Long-form programs (over 25 minutes): 48 programs annually
 - 2. Short-form programs (25 minutes or less): 36 programs annually
- Progress toward these targets shall be reported monthly with each invoice.

Milestone/Verification #1:

Milestones:

Production of long-form programs (target: 48 annually)

Production of short-form programs (target: 36 annually)

Ongoing progress toward total of 84 programs annually

Verification:

Monthly production logs identifying the number and type of programs completed
Copies and/or links to completed programs
Documentation confirming program length (over or under 25 minutes)

Milestone/Verification #2:

Milestones:

Monthly reporting of completed programs submitted with each invoice
Tracking of cumulative totals toward annual targets

Verification:

Monthly invoices with itemized counts of long-form and short-form programs
Supporting documentation attached to invoices (e.g., program lists, links, or airtime logs)
Final report summarizing total programs produced (48 long-form and 36 short-form)

- b. The Agency is not permitted to modify the results, targets, verifications or milestones unless approved in writing by the County's Representative in accordance with Article 17 of this Agreement after receipt of written request by the Agency to change same. The Agency's written request to modify same shall include a logical analysis of the reason for modification.

ATTACHMENT B
PAYMENTS AND SUPPORTING DOCUMENTATION

MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING

The Agency shall be paid by the County an amount not to exceed \$186,000 for the Program provided during the Term of this Agreement, as specified below:

1. Units of Service
 - a. Broadcasting: The Agency shall provide 12 Units of Broadcasting Service, during the term of the Agreement.
 - b. Production: Agency shall provide 84 Units of Production Service, during the term of the Agreement
2. Unit Rate: Agency shall be paid by the County for each unit of service provided in accordance with Article 1, Attachment A, as follows:
 - a. Broadcasting: Agency shall be paid an amount not to exceed \$81,000 for broadcasting over the term of the Agreement; and Agency shall be paid by the County in the amount of \$6,750 for each unit of service provided.
 - b. Production: Agency shall be paid an amount not to exceed \$105,000 for production over the term of the Agreement; and Agency shall be paid by the County in the amount of \$1,250 for each unit of service provided.
 - i. Each finished production product should contain closed captioning if possible.
3. Supporting Documentation
 - a. Payment Request Form:
 - i. To request payment by the County, the Agency shall complete and submit an Agency Payment Request Form (below) to the County's Representative monthly, in accordance with Attachment C.
 - b. Unit Tracking Form:
 - i. The Agency shall create and submit for review and approval by the County's Representative in accordance with Attachment B a Unit Tracking Form reporting the Units of Service performed during the reporting period and containing, at a minimum, the following information:
 - ii.
 1. Programing Topic
 2. Month and year service was rendered
 3. Broadcast Program Report
 - a. Dates of Programming

- b. Total hours of monthly programming
 - c. Production Titles
 - d. Production length
 - e. Program classification (Long-form [over 25 minutes] or Short-form [25 minutes or less])
- 4. Program Production Report
 - a. First Air Date
 - b. Title to reflect subject matter
 - c. Name of non-profit agency or community group Agency worked with to produce the program
 - d. Closed captioning provided for finished product; yes/no
- 5. Monthly Summary Totals
 - a. Total number of long-form programs produced during the reporting period
 - b. Total number of short-form programs produced during the reporting period
 - c. Cumulative totals toward annual targets

The Unit Tracking Form shall be submitted monthly with each invoice
 Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.

- 4. Cumulative Payment Cap
 - a. The Agency shall be paid monthly, for the actual number of units of service it has provided and documented.
- 5. Submission Date
 - a. It is recommended that the Agency Payment Request Forms be submitted to the County by the fifteenth (15th) day of the month following the reporting period. The Agency payment requests are processed in the order that they are received by the County.
- 6. Final Payment Request
 - a. The Agency shall have until thirty (30) days after expiration or termination of the Agreement to submit to the County a final and complete Agency Payment Request Form, unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims or demands of the Agency not submitted to the County on the Payment Request Form by the thirtieth (30th) day after expiration or termination of the Agreement.
- 7. Correction of Errors in Payment Requests

a. The Agency hereby authorizes the County through the County's Representative to correct any errors identified by the County's Representative in Payment Requests submitted by the Agency with written notice of same by the County's Representative for the sole purposes of preventing delay in payment processing.



NON-PROFIT AGENCY PAYMENT REQUEST FORM

[TERM: October 1, 2025 – September 30, 2026]

AGENCY: Manatee Educational Television Consortium Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

2501 63rd Ave East, Bradenton FL 34023

PROJECT NUMBER: [insert accounting detail from prior year agreement – if new obtain from Fiscal]

PROGRAM: Educational Broadcast & Programming

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
Broadcasting	\$6,750	\$81,000	\$	\$
Production		\$105,000		

SECTION 2: CLIENT SERVICES

	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Broadcasting	\$6,750	12		1		%	%

Production	\$1,250	84				%	%
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SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request Form is true and accurate to the best of my knowledge and all client files contain the approved eligibility verification. The Agency recognizes that the County has relied upon, or will rely upon, information provided herein by the Agency in making its determination to provide funds to the Agency, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the funding agreement and seek to recover any funds paid to the Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

GOVERNMENT
RELATIONS CONTRACT
MANAGER:

_____ DATE: _____

ATTACHMENT C
SPECIAL CONDITIONS

MANATEE EDUCATIONAL TELEVISION CONSORTIUM INC.
EDUCATIONAL BROADCASTING & PROGRAMMING

1. Agreement Reporting Deliverables:

- a. The Agency shall submit the following reports quarterly as instructed by the County Representative (or by electronic mail or other electronic means, including, without limitation, by way of posting to a secure website) and retain verification on site for review upon request by the County:

2. Documentation: The Agency shall submit the following documentation to the County:

Other Documents Required		
Title		Requirement/Description
a.	E-Verify	In accordance with Article 7, Agency or its subcontractor(s) has registered and uses the E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor. Copy of E-Verify Company Information Page and any employee certifications not previously submitted.
b.	Insurance	In accordance with Article 9 of this Agreement: i. Certificate of Insurance. ii. Evidence of a binder proving continuation of coverage not less than one (1) day prior to expiration of any existing policy and a new certificate as reasonably soon as possible.
c.	Financial Audit	Financial audit, compilation and/or review in accordance with Article 7 of this Agreement within 2 months of signing this agreement.
e.	Client Eligibility Verification	In accordance with Article 7 of this Agreement.
f.	Payment Request Documentation	In accordance with the payment schedule defined, submit the Unit Tracking Form, Payment Request Form, other documentation required for payment processing.

3. Site Inspections: The Agency shall permit the County, its officers, agents, and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized in furtherance of the Program to verify compliance with this Agreement. The Agency's officers, employees and volunteers shall cooperate with the County to ensure such site inspections provide the County with the access and information needed to verify the Agency's compliance.

4. Remedies: If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to, financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.

5. Agency's Representative: The person(s) listed here are the Agency's Representative(s):

	Christopher R. Dolan, Station Manager
Mailing Address:	2501 63 rd Ave East Bradenton, FL 34203
Physical Address:	2501 63 rd Ave East Bradenton, FL 34203
Phone Number:	941-751-6550 ext 43192
Facsimile:	N/A
Email Address:	dolanc@metvweb.com

Notice from the County to any one of the Agency's Representatives constitutes notice to all of the Agency's Representatives.

6. Waivers: None

- a. Subcontractors. Pursuant to Article 2 of the Agreement, the provisions in this paragraph and its subparagraphs shall prevail over any conflicting language in the body of the Agreement. The Agency may retain subcontractors to provide services in furtherance of the Program provided:
 - i. The Agency furnishes a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - ii. All subcontracts between the Agency and its subcontractors related to the performance of Program specifically state that they are subject to all provisions of this Agreement.
 - iii. The Agency ensures that all subcontracts conform to the terms and conditions of this Agreement.
 - iv. A copy of this Agreement is attached to and incorporated within any subcontracts between the Agency and its subcontractor.
 - v. The Agency makes available records related to any subcontract, upon request by the County's Representative.
 - vi. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. (Section 448.095(5)(b), Florida Statutes).

The County's Representative may, but has no duty to, review proposed or executed subcontracts.

Any written consent or approval by the County's Representative regarding subcontracts or subcontractors shall not alter the Agency's obligation to fulfill all terms of this Agreement nor be construed as evidence of the County having approved of or deemed any subcontract compliant with the terms and conditions of this Agreement or Florida law.

- b. Consent Forms and Client Files. Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligations regarding drafting or furnishing Consent Forms or providing individual Client files.
- c. Client Eligibility Evidence. Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligation of the Agency to provide evidence of Client eligibility.

ATTACHMENT D
CERTIFICATE OF INSURANCE

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 Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as the "Agency."

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 social support services to disadvantaged or at risk 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 SERVICES. The Agency covenants and represents to the County that the Agency shall provide the services in accordance with and as described in this Agreement and Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: ATTACHMENTS. The Agency shall comply with the terms and conditions of the following documents which are attached and made a part of this Agreement:

Attachment A - Program

Attachment B - Payments and Supporting Documentation

Attachment C - Special Conditions

Attachment D - Certificate of Insurance

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment specifically states that it shall prevail pursuant to this Article 2.

ARTICLE 3: PAYMENT FOR SERVICES. The Agency shall be paid by the County in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the amount listed in Attachment B. Any increase must be

authorized in writing pursuant to a written amendment to this Agreement approved by the Agency and the Board of County Commissioners of Manatee County, Florida, ("Board") on behalf of the County. If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, forms or information, the processing of payments may be delayed, or this Agreement may be terminated.

ARTICLE 4: TERM; AVAILABILITY OF FUNDING.

i. Unless terminated as provided herein, this Agreement shall remain in full force and effect and shall commence on October 1, 2025, and end on September 30, 2026 ("Term").

ii. The obligations of the County under this Agreement (including without limitation the obligation of the County to pay the amount set forth in Attachment B) are subject to the availability of funds lawfully appropriated by the Board.

ARTICLE 5: TERMINATION.

i. 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.

ii. This Agreement may be terminated by the County (a) if the Agency fails to comply with the terms and conditions of this Agreement and does not correct and cure such failure to comply within thirty (30) calendar days after receipt of notice from the County, through its County Administrator, or designee in accordance with Article 6 specifying the manner in which the Agency has failed to comply; or (b) immediately through its County Administrator, or designee, if at any time the County determines that the information submitted by the Agency is not true and correct. Upon sending written notice pursuant to (a) of this paragraph, the County may withhold payment until the Agency corrects and cures the failure. If the County terminates this Agreement pursuant to (b) of this paragraph, the County may seek to recover any funds paid to the Agency. Regardless of the manner in which the County elects to terminate the Agreement, the County may also exercise all remedies available pursuant to Article 19.

iii. 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. The Agency's final request for payment and other documents required shall be submitted to the County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) calendar day period.

iv. In the event that this Agreement encompasses more than one Program, 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 have not been terminated.

ARTICLE 6: NOTICES; ELECTRONIC COMMUNICATIONS. All notices, approvals, claims, consents, demands, requests or other communications between the parties (“Notices”) shall be in writing. All Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and addressed as provided in Attachment C. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or five (5) calendar days after mailing. Notices which are hand delivered or sent by certified or registered mail, return receipt requested are to be addressed as follows:

If mailed to the Agency: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If by hand delivery: Manatee Educational Television Consortium Inc.
Attn: Christopher R. Dolan
2501 63rd Ave E.
Bradenton, FL, 34203

If mailed to the County: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee County Government
Government Relations Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 7: GENERAL CONDITIONS.

A: E-VERIFY.

i. The Agency, and any subcontractor thereof, shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor in accordance with Section 448.095, Florida

Statutes. The Agency hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and uses and shall continue to use, the E-Verify system. The Agency shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Agency enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such affidavit for the duration of this contract.

ii. Pursuant to Section 448.095(5)(c)(3), Florida Statutes, the County is authorized to terminate this contract if it has a good faith belief that the Agency or subcontractor has knowingly violated section 448.09, Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

B: RESTRICTIONS ON FUNDING.

i. In compliance with Section 125.0156, ~~Florida Statutes~~, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

C: MAINTENANCE OF RECORDS: AUDITS.

i. The Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Agency shall provide the County's Representative (as defined in Article 10) all necessary information, records and contracts required by this Agreement as requested by the County's Representative for monitoring and evaluation of the Program within three (3) calendar days following the date of such request, or as otherwise agreed upon with the County's Representative. The Agency's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the 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, the Agency shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Agency made by any local, State or Federal agency. The 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 shall be retained by the Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, the Agency shall provide an audit, compilation and/or review, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida. However, if during the period of time commencing two (2) years immediately prior to the Effective Date and ending one (1) year after the Effective Date, the Agency has or expects to have a budget of \$1,000,000 or more, the Agency shall also submit an audited financial statement and related management letters received, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by the Agency shall serve as the Agency's certification and representation that the information contained therein is true and correct. The Agency recognizes that the County has relied upon or will rely upon audits provided by the Agency in making its determination to provide funds to the Agency in the manner provided in this Agreement.

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

D: PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the Agency shall comply with Florida's public records laws and shall:

i. Keep and maintain public records required by the County to perform the Program.

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

E: 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, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, gender, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by the 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 Constitution of the United States and the State of Florida, or any applicable code, rules or laws. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement or the Program on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies or 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.

The Agency warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of this Agreement.

F: LICENSES. The 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 the County's Representative.

G: 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. The Agency shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

H: SUBCONTRACTORS. The Agency agrees that the Program shall be provided by volunteers or employees of the Agency, and not by subcontractors. The Agency shall not subcontract any work under the Agreement without prior written consent of the County's Representative waiving this requirement in accordance with Article 17 of this Agreement. Nothing herein shall preclude employment of personnel through a lease or similar arrangement or contracts or leases for materials, supplies, facilities and other support services for the Agency's Program with the approval of the County's Representative.

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

J: AGENCY REPRESENTATIVES. The person(s) listed in Attachment C shall serve as the Agency's representative(s) ("Agency Representatives") and is/are hereby authorized to administer this Agreement on behalf of the Agency. The Agency's Representative(s) has/have been approved and authorized by the Agency's board of directors to act on behalf of the Agency for purposes of this Agreement. Agency may designate a different Agency's Representative by providing written notice to County's Representative with contact information for the new Agency's Representative on Agency letterhead, signed by Agency's board of directors.

K: AGENCY'S DIRECTORS. The 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 County's Government Relations Department may serve on the Agency's board of directors.

L: ANTI-HUMAN TRAFFICKING. The Agency shall provide the County with sworn affidavit signed by an officer of the Board of Directors or the Agency's Representative under penalty of perjury attesting that Owner does not use coercion for labor or services, such terms are defined in Section 787.06, Florida Statutes (Anti-Human Trafficking Affidavit). The Anti-Human Trafficking Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

M: PUBLIC ENTITY CRIMES. The following statement informing of the provisions

of Section 287.133(2)(a), Florida Statutes, is required to be included in this LOI by Section 287.133(3)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Agency warrants that its administration, staff, and Board of Directors are not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of the Agreement.

N: SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the organization is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Agency that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Agency further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Agency acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Agency further understands that this Agreement with the County for goods or services of any amount may be terminated at the County's option if the Agency (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations

in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

O: FOREIGN COUNTRIES OF CONCERN. Under the requirements of Section 287.138, Florida Statutes, the Agency must provide the County with an affidavit signed by an officer of the Board of Directors or representative of the Agency under penalty of perjury attesting that the Agency is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in the Agency, and that the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern (Foreign Countries of Concern Affidavit). If this Agreement would grant the Agency access to an individual's personal identifying information, this Agreement shall not be effective unless and until the County receives the Foreign Countries of Concern Affidavit from the Agency. The Foreign Countries of Concern Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

P: SUPPLANTING PROHIBITED. The Agency shall ensure that funding provided by the County pursuant to this Agreement is only used to supplement, not supplant or replace, existing funding sources.

The Agency shall cooperate with all County requests to monitor and ensure compliance with this prohibition on supplanting. The Agency shall reimburse the County any funds which the County reasonably determines to have been supplanted in violation of this Article.

Q: DATA BREACH NOTIFICATIONS. The Agency shall comply with all applicable data and privacy laws and regulations, including, without limitation, Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by the Agency is not accessed, transmitted, or stored outside of the United States. The Agency shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that the Agency may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, the Agency shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including, without limitation, DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of the Agency's security obligations, or other event requiring notification under applicable law, the Agency shall (a) notify the County by telephone by calling (941) 742-5807 and 941-745-3750 and by e-mail to itspsc@mymanatee.org and cao@mymanatee.org of such an event within 24 hours of the determination of the breach, or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The

data breach notifications are an authorized exception to the Notice requirements contained in Article 6 of this Agreement. The Agency shall securely store and process information within compliant infrastructure in the United States of America.

R: OTHER OBLIGATIONS OF THE AGENCY.

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

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

iii. The funds paid to the Agency by the County are not for the benefit of any individual but are provided to assist the Agency in developing and maintaining 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 the Agency's cost of providing the Programs, are provided to apportion payment to the Agency and represent the minimum level of service the 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, and only for Program services actually rendered by the Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the Agency receives such revenues which then exceed the actual Program cost, the Agency shall notify the County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. The Agency's bylaws shall be approved by the Agency's board of directors. The Agency shall provide the County with copies of the Agency's bylaws, and any amendments thereto upon request by the County's Representative.

vi. The Agency shall maintain all board of director's minutes, and any referenced financial, staff and other committee reports, and shall provide same to the County upon request by the County's Representative.

vii. With respect to Program files and/or individual client files documenting services:

1. The Agency shall make available to the County's Representative the contents of the files for review if requested.

2. The Agency shall have the following documents/information available during all site visits:

a. Client Consent. The Agency shall present a signed Consent Form (as described in this Article) prior to any client file information being

reviewed by the County's Representative. For records pertaining to minors, such form must be signed by the minor's parent or legal guardian. Records presented without a properly signed form shall not be considered by the County as documentation for proof of services rendered.

b. Client Eligibility. The Agency shall maintain Program records that provide evidence of client eligibility to include the client's date of birth and residential street address (not a post office box address) of the client within Manatee County. For minors, a parent or legal guardian must provide evidence of child's birth date and residency.

c. Program Services Documentation. The Agency shall maintain sufficient records to document units of service provided in accordance with the Program.

viii. The Agency shall allow the County's Representative to conduct site visits and otherwise periodically monitor and review the Program and the Agency's facilities in furtherance of the Program, and the Agency shall provide the County's Representative with any additional documents or information requested to adequately perform the aforementioned monitoring, properly review and act upon the Agency's payment requests, and conduct other Agreement related tasks.

ix. Because the Program is funded in whole or in part by the County, the Agency agrees to require each client receiving services (or parent or legal guardian of client where applicable) to execute a Consent Form pursuant to this Article.

1. Each Consent Form shall contain an acknowledgment of the client or parent/legal guardian that he/she understands that the County through its representative may request access to any or all of the Agency records relating to the Program and/or the delivery of services for the purpose of evaluating or monitoring the Program or delivery of service to the client, and that he/she consents to the release of records for these purposes.

2. Each Consent Form shall also inform the client or parent/legal guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

3. The Consent Form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.

4. The County's Representative may waive the Agency's obligations regarding furnishing Consent Forms for group educational and similar programs in accordance with Article 17 of this Agreement.

x. To the extent the Agency meets the definition of a “Covered Entity” as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program. In conformity, therewith, the Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
3. Mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency except as permitted by this Agreement.
4. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the County and the Agency's compliance with HIPAA.
6. The Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with HIPAA during its association with the County.
7. The Agency will compel employees and agents to sign acknowledgments of receipt of and understanding of all rules and regulations related to HIPAA.
8. The Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. The Agency will ensure all relevant employees and agents will have been instructed in HIPAA compliance related to PHI records prior to performing in furtherance of the Program. The Agency shall be responsible for all costs and expenses for HIPAA training of its employees and agents.
10. Notwithstanding any other provision of this Agreement, the Agency agrees to hold harmless and indemnify the County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by the Agency, its agents or employees.

11. In addition to the foregoing, to the extent the Agency meets the definition of a "Covered Entity" or a "Business Associate" as defined by HIPAA, the Agency agrees to enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide the County, upon the County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. The 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 or omission was caused through negligence of the Agency or its employees, or of the subcontractors or its employees, if any. The Agency shall pay all charges of attorneys and paralegals 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 the Agency, shall in no way limit the responsibility of the Agency 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 the 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, the County shall give notice thereof in writing to the Agency in accordance with Article 6 of this Agreement. Upon receipt of notice, the Agency, at its own expense, shall 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 the County's right to provide its own defense and to recover from the Agency its attorneys' and paralegals' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

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 as set forth below. The Agency shall provide a Certificate of Insurance and applicable endorsement as evidence of coverages and make part of this Agreement as Attachment "D" to include: (1) Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate. Coverage must be under a per occurrence policy form; (2) Automobile Liability in an amount not less than \$1,000,000 combined single limit or \$500,000 bodily injury and \$500,000 property damage; (3) Workers' Compensation and Employers' Liability in compliance with the laws and statutes of the State of Florida and federal government.

“Manatee County, a political subdivision of the State of Florida,” shall be named as an additional named insured in respects to: liability arising out of activities performed by or on behalf of the Agency, his agents, representatives, and employees; or automobiles owned, leased, hired or borrowed by the Agency. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

The Agency shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a political subdivision of the State of Florida,” as additional named insured; or (2) an endorsement can be issued that states that all certificate holders are additional named insureds with respects to the policy.

The Agency's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Agency's insurance and shall be non-contributory.

All rights of subrogation shall be waived against Manatee County for all losses and damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

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 ten (10) 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, the Agency shall, not less than ten (10) days prior to the expiration of any existing policy, provide the County with evidence of a binder proving continuation of coverage and a new certificate within thirty (30) days.

The Agency shall immediately notify the County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The 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. The County shall be under no obligation to pay the Agency for any services provided or for any costs associated with the Program for any period of time concurrent with any lapse in coverage.

The Agency agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

The Agency agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to

request or receive evidence of this insurance coverage shall not be construed as a waiver of the Agency's obligation to provide and maintain the insurance coverage specified.

ARTICLE 10: THE COUNTY REPRESENTATIVES; DELEGATIONS OF AUTHORITY. The Director of Manatee County's Government Relations Department or such other employee as may be designated in writing by the Director of Manatee County's Government Relations Department shall serve as the County's representative ("County's Representative") and is hereby authorized to administer this Agreement on behalf of the County and designate such additional employees as may be required to monitor the Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. The Board hereby authorizes the Director of Manatee County's Government Relations Department and the County's Representative to perform all the respective tasks referenced in this Agreement. The County's Representative is hereby also authorized to approve or reject documents/information received from the Agency if not provided in a form deemed acceptable by the County's Representative, in his/her sole discretion. Disputes between the parties' respective representatives over the interpretation of any provision of this Agreement shall be referred to the Director of Manatee County's Government Relations Department or his designee for resolution.

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 portion of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining portions, which shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 13: HEADINGS. All headings 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 an epidemic, hurricane, pandemic, 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. In accordance with applicable law, the Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event. The County may review specific guidelines related to restarting Program services after a disaster to ensure the health and well-being of the citizens.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and nothing contained in this Agreement

is intended or shall be construed to confer upon or give any authority, claim, duty, interest, liability, right, privilege, obligation, remedy, or benefit upon 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.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full understanding 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 respective Representative, 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, referencing this Article 17, with an express and specific statement of the intent of such party 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. In the event the County determines the Agency has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the Agency. The Agency shall reimburse the County the requested sum upon receipt of such a request. If the Agency fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available by law or in equity.

ARTICLE 20: LEGAL FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys' and paralegals' 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 upon execution by both parties hereto.

ARTICLE 22: AUTHORITY TO EXECUTE; ELECTRONIC SIGNATURES. Each

of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on that party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

ARTICLE 23: YEARS, DAYS AND TIMES. The term "year" as used herein shall in all cases mean a consecutive twelve (12) month period of time. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour period running from midnight to midnight (also known as a calendar day). All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, on the respective dates set forth below. The parties consent to the use of electronic signatures in accordance with Florida law.

AGENCY

Manatee Educational Television Consortium Inc., a not for profit corporation, existing under the laws of the State of Florida.

By: _____
Signature

Printed Name: _____

As: _____
Title

Date: _____

COUNTY

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

COUNTY
MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Signature, County Administrator or Designee

Date: _____

REVISED/REPLACED

ATTACHMENT A
PROGRAM

MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING

1. DESCRIPTION:
 - a. The Agency shall provide educational television programming services and broadcast in Manatee County, hereinafter "Program".
2. TARGET POPULATION:
 - a. The Agency shall serve cable and internet viewers throughout the community who are residents of Manatee County. Persons served by the Agency's Program are hereinafter, collectively, "Clients" and individually, a "Client".
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. Broadcasting at METV station, 2501 63rd Ave East, Bradenton, FL, 34203
 - ii. Production at various community locations
 - b. Services will be provided at the following time(s):
 - i. Daily according to broadcast schedule.
 - c. The Agency is not permitted to change the locations or hours of service unless approved in writing by the County's Representative after receipt of written request by the Agency to modify same.
4. SERVICES:
 - a. Broadcasting: Program shall provide community & educational television programming and distribution through educational access television channel, county and METV social media channels and the internet on METV website by using the link to METV channel on YouTube (if applicable), including but not limited to the following
 - i. Programs broadcast shall represent issues and concerns relevant to the community
 - ii. Program content shall be within 10 years of original air date. Or based on long term relevancy and continued local interest; and
 - iii. New production shall be broadcast upon completion of post-production editing
 - iv. Broadcast shall contain closed captioning when possible.

- b. Production: Program shall provide newly produced educational programming, including but not limited to the following: production, post-production editing and broadcasting through cable television, social media and the internet on the METV website.
 - i. Programming shall focus on the subject matter pertaining to a minimum of one or more of the following audiences: Seniors and shut-in residence, active and retired military and their families, disabled residence, uninsured and underinsured residence, asset limited, income restrained, employed (ALICE) residents. Entrepreneurs and small business owners, outdoor enthusiasts, those who love nature, parks and green spaces, those interested in health related and well being programs, and programs that cover a strong local interest and benefit shall be considered.

5. UNIT OF SERVICE:

- a. Broadcasting: A unit of service shall be defined as one month of educational television broadcasts as described in Attachment A., along with the filming of scheduled discretionary programs by METV or programs determined by the County representative.
- b. Production: A unit of service shall be defined as the production of educational television programs with information specifically intended for the audiences listed in Attachment A.

6. RESULTS:

- a. Program results, approved by the County, shall be tracked and verified by the Agency.
 - i. Result/Target Statement: Of the nonprofit organizations served, the Agency anticipates producing a total of 84 community-focused programs annually, consisting of:
 - 1. Long-form programs (over 25 minutes): 48 programs annually
 - 2. Short-form programs (25 minutes or less): 36 programs annually
- Progress toward these targets shall be reported monthly with each invoice.

Milestone/Verification #1:

Milestones:

Production of long-form programs (target: 48 annually)

Production of short-form programs (target: 36 annually)

Ongoing progress toward total of 84 programs annually

Verification:

Monthly production logs identifying the number and type of programs completed
Copies and/or links to completed programs
Documentation confirming program length (over or under 25 minutes)

Milestone/Verification #2:

Milestones:

Monthly reporting of completed programs submitted with each invoice
Tracking of cumulative totals toward annual targets

Verification:

Monthly invoices with itemized counts of long-form and short-form programs
Supporting documentation attached to invoices (e.g., program lists, links, or airtime logs)
Final report summarizing total programs produced (48 long-form and 36 short-form)

- b. The Agency is not permitted to modify the results, targets, verifications or milestones unless approved in writing by the County's Representative in accordance with Article 17 of this Agreement after receipt of written request by the Agency to change same. The Agency's written request to modify same shall include a logical analysis of the reason for modification.

ATTACHMENT B
PAYMENTS AND SUPPORTING DOCUMENTATION

MANATEE EDUCATIONAL TELEVISION CONSORTIUM
EDUCATIONAL PROGRAMMING

The Agency shall be paid by the County an amount not to exceed \$186,000 for the Program provided during the Term of this Agreement, as specified below:

1. Units of Service
 - a. Broadcasting: The Agency shall provide 12 Units of Broadcasting Service, during the term of the Agreement.
 - b. Production: Agency shall provide 84 Units of Production Service, during the term of the Agreement
2. Unit Rate: Agency shall be paid by the County for each unit of service provided in accordance with Article 1, Attachment A, as follows:
 - a. Broadcasting: Agency shall be paid an amount not to exceed \$81,000 for broadcasting over the term of the Agreement; and Agency shall be paid by the County in the amount of \$6,750 for each unit of service provided.
 - b. Production: Agency shall be paid an amount not to exceed \$105,000 for production over the term of the Agreement; and Agency shall be paid by the County in the amount of \$1,250 for each unit of service provided.
 - i. Each finished production product should contain closed captioning if possible
3. Supporting Documentation
 - a. Payment Request Form:
 - i. To request payment by the County, the Agency shall complete and submit an Agency Payment Request Form (below) to the County's Representative monthly, in accordance with Attachment C.
 - b. Unit Tracking Form:
 - i. The Agency shall create and submit for review and approval by the County's Representative in accordance with Attachment B a Unit Tracking Form reporting the Units of Service performed during the reporting period and containing, at a minimum, the following information:
 - ii.
 1. Programing Topic
 2. Month and year service was rendered
 3. Broadcast Program Report
 - a. Dates of Programming

- b. Total hours of monthly programming
 - c. Production Titles
 - d. Production length
 - e. Program classification (Long-form [over 25 minutes] or Short-form [25 minutes or less])
- 4. Program Production Report
 - a. First Air Date
 - b. Title to reflect subject matter
 - c. Name of non-profit agency or community group Agency worked with to produce the program
 - d. Closed captioning provided for finished product; yes/no
- 5. Monthly Summary Totals
 - a. Total number of long-form programs produced during the reporting period
 - b. Total number of short-form programs produced during the reporting period
 - c. Cumulative totals toward annual targets

The Unit Tracking Form shall be submitted monthly with each invoice
Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.

- 4. Cumulative Payment Cap
 - a. The Agency shall be paid monthly, for the actual number of units of service it has provided and documented.
- 5. Submission Date
 - a. It is recommended that the Agency Payment Request Forms be submitted to the County by the fifteenth (15th) day of the month following the reporting period. The Agency payment requests are processed in the order that they are received by the County.
- 6. Final Payment Request
 - a. The Agency shall have until thirty (30) days after expiration or termination of the Agreement to submit to the County a final and complete Agency Payment Request Form, unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims or demands of the Agency not submitted to the County on the Payment Request Form by the thirtieth (30th) day after expiration or termination of the Agreement.
- 7. Correction of Errors in Payment Requests

- a. The Agency hereby authorizes the County through the County's Representative to correct any errors identified by the County's Representative in Payment Requests submitted by the Agency with written notice of same by the County's Representative for the sole purposes of preventing delay in payment processing.

REVISED/REPLACED



NON-PROFIT AGENCY PAYMENT REQUEST FORM

[TERM: October 1, 2025 – September 30, 2026]

AGENCY: Manatee Educational Television Consortium Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

2501 63rd Ave East, Bradenton FL 34023

PROJECT NUMBER: [insert accounting detail from prior year agreement – if new obtain from Fiscal]

PROGRAM: Educational Broadcast & Programming

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
Broadcasting	\$6,750	\$81,000	\$	\$
Production		\$105,000		

SECTION 2: CLIENT SERVICES

	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Broadcasting	\$6,750	12		1		%	%

Production	\$1,250	84				%	%
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REVISED/REPLACED

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request Form is true and accurate to the best of my knowledge and all client files contain the approved eligibility verification. The Agency recognizes that the County has relied upon, or will rely upon, information provided herein by the Agency in making its determination to provide funds to the Agency, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the funding agreement and seek to recover any funds paid to the Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

GOVERNMENT
RELATIONS CONTRACT
MANAGER:

DATE: _____

REVISED/REPLACED

ATTACHMENT C
SPECIAL CONDITIONS

MANATEE EDUCATIONAL TELEVISION CONSORTIUM INC.
EDUCATIONAL BROADCASTING & PROGRAMMING

1. Agreement Reporting Deliverables:

- a. The Agency shall submit the following reports quarterly as instructed by the County Representative (or by electronic mail or other electronic means, including, without limitation, by way of posting to a secure website) and retain verification on site for review upon request by the County:

2. Documentation: The Agency shall submit the following documentation to the County:

Other Documents Required		
Title		Requirement/Description
a.	E-Verify	In accordance with Article 7, Agency or its subcontractor(s) has registered and uses the E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor. Copy of E-Verify Company Information Page and any employee certifications not previously submitted.
b.	Insurance	In accordance with Article 9 of this Agreement: i. Certificate of Insurance. ii. Evidence of a binder proving continuation of coverage not less than one (1) day prior to expiration of any existing policy and a new certificate as reasonably soon as possible.
c.	Financial Audit	Financial audit, compilation and/or review in accordance with Article 7 of this Agreement within 2 months of signing this agreement.
e.	Client Eligibility Verification	In accordance with Article 7 of this Agreement.
f.	Payment Request Documentation	In accordance with the payment schedule defined, submit the Unit Tracking Form, Payment Request Form, other documentation required for payment processing.

3. Site Inspections: The Agency shall permit the County, its officers, agents, and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized in furtherance of the Program to verify compliance with this Agreement. The Agency's officers, employees and volunteers shall cooperate with the County to ensure such site inspections provide the County with the access and information needed to verify the Agency's compliance.

4. Remedies: If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to, financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.
5. Agency's Representative: The person(s) listed here are the Agency's Representative(s):

Christopher R. Dolan, Station Manager
Mailing Address: 2501 63rd Ave East
Bradenton, FL 34203

Physical Address: 2501 63rd Ave East
Bradenton, FL 34203
Phone Number: 941-751-6550 ext 43192
Facsimile: N/A
Email Address: dolanc@metvweb.com

Notice from the County to any one of the Agency's Representatives constitutes notice to all of the Agency's Representatives.

6. Waivers: None
- a. Subcontractors. Pursuant to Article 2 of the Agreement, the provisions in this paragraph and its subparagraphs shall prevail over any conflicting language in the body of the Agreement. The Agency may retain subcontractors to provide services in furtherance of the Program provided:
- The Agency furnishes a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - All subcontracts between the Agency and its subcontractors related to the performance of Program specifically state that they are subject to all provisions of this Agreement.
 - The Agency ensures that all subcontracts conform to the terms and conditions of this Agreement.
 - A copy of this Agreement is attached to and incorporated within any subcontracts between the Agency and its subcontractor.
 - The Agency makes available records related to any subcontract, upon request by the County's Representative.
 - If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. (Section 448.095(5)(b), Florida Statutes).

The County's Representative may, but has no duty to, review proposed or executed subcontracts.

Any written consent or approval by the County's Representative regarding subcontracts or subcontractors shall not alter the Agency's obligation to fulfill all terms of this Agreement nor be construed as evidence of the County having approved of or deemed any subcontract compliant with the terms and conditions of this Agreement or Florida law.

- b. Consent Forms and Client Files. Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligations regarding drafting or furnishing Consent Forms or providing individual Client files.
- c. Client Eligibility Evidence. Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligation of the Agency to provide evidence of Client eligibility.

REVISED/REPLACED

ATTACHMENT D
CERTIFICATE OF INSURANCE

REVISED/REPLACED



May 19, 2026 - Regular Meeting

Subject

Updates to Agenda - May 18, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 5/18/26) for the meeting of May 19, 2026:

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional generic comments.

CONSENT AGENDA

Financial Management

Item 11, Adoption of Budget Amendment Resolution B-26-069, Claudia Campos, Interim Chief Financial Officer – Countywide

- This agenda item was updated with the revised Budget Amendment Resolution B-26-069.

Government Relations

Item 20, Execution of Updated Non-Profit Agreement with Manatee Educational Television Consortium (METV), Stephanie Garrison, Director of Government Relations

- This agenda item was updated with Letters of Support.

Public Safety

Item 26, Authorization to Issue Letter of Non-Opposition for the SUNSKY 10K Temporary Closure of the Sunshine Skyway Bridge, Jodie Fiske, Public Safety Director - Countywide

- This agenda item was updated with a public comment.

Public Works

Item 27, Execution of the Mangrove Point Mitigation Bank Purchase Agreement with Mangrove Point Mitigation Point LLC, for .57 Dual Estuarine Forested UMAM Credits and .08 Dual Estuarine Herbaceous UMAM Credits for a total of .65 Credits from the Mangrove Point Mitigation Bank for the Fort Hamer Bridge Four-Lane Project located in the Manatee River Basin, Scott May, P.E., County Engineer – District 1

- This agenda item was deferred to June 2, 2026.

REGULAR

Government Relations

Item 33, Update on infrastructure phase of Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant and Lasting Manatee Program, Ashley Schnitker, Grants Division Manager, and Odugo Ohizu, Communications Coordinator

- This agenda was updated with a PowerPoint Presentation.

Public Safety

Item 35, Approval to fund the Manatee County Task Force for a period of five years; and Adoption of Budget Amendment Resolution B-26-000, Jodie Fiske, Public Safety Director

- This agenda item was deferred to June 16, 2026.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 37, Old Memphis Cemetery Desecration and County Response – District 2

- This agenda item was updated with public comments and attachments.

Item 39, Old Memphis Cemetery – District 5

- This agenda item was updated with public comments.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

From: president@lwvmanatee.org <president@lwvmanatee.org>
Sent: Friday, May 15, 2026 10:32 AM
To: George Kruse <george.kruse@mymanatee.org>
Subject: Support for METV's Essential Service to Manatee County Nonprofits



Dear Commissioner Kruse,

On behalf of the League of Women Voters of Manatee County (LWVMC), I am writing to express our strong support for Manatee Educational Television (METV) and to affirm METV's essential role it plays for nonprofits throughout our community.

LWVMC is a 501(c)(3) nonprofit, nonpartisan organization that encourages the informed and active participation of citizens in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy.

METV has been an invaluable partner in helping us fulfill our mission. Their professionalism, technical expertise, and deep commitment to public service have allowed the League to reach thousands of residents with accurate, accessible, and impartial election information as well as education on civic engagement.

Through their coverage of candidate forums, public issue discussions, and civic education initiatives, METV ensures that voters across Manatee County can hear directly from candidates and understand the issues shaping our community. Their work expands access to information for residents who cannot attend events in person, rely on televised programming, or need online recordings to stay informed.

METV's impact on the broader nonprofit community is significant. METV is unique. They understand the needs of nonprofit organizations and consistently provides high-quality production and distribution services that nonprofits would never receive or be able to afford through commercial providers. This year alone, we have relied heavily on METV — from their paid coverage of our November rally in support of the US Constitution at Rossi Park to their upcoming work on our candidate forums, including two for Congressional District 16.

What is equally important is METV's impact on the broader nonprofit community. They understand our needs, work well with nonprofits and no other organization or company can come close to providing us with the services they do. They provide high-quality production and distribution services that most nonprofits could never afford through for-profit companies.

METV's support strengthens community awareness, increases public participation, and helps nonprofits connect with the people they serve. Their work is consistently high-quality, and timely.

As the Board of County Commissioners reviews METV's community contract, we urge you to recognize that their value extends far beyond county government operations. METV is a community asset, a nonprofit partner, and a public-service institution that strengthens civic life and supports Manatee County.

The League of Women Voters of Manatee County is proud to stand in strong support of METV and the essential services they provide to our community.

Sincerely,

Ruth Harenchar

Ruth Harenchar

President, League of Women Voters of Manatee County



Congress of the United States
House of Representatives
Washington, DC 20515-0916

May 18, 2026

Manatee County Commission
1112 Manatee Avenue West
Bradenton, FL 34205

Dear Chairman Siddique and Members of the Manatee County Commission,

I am pleased to offer my strong support for Manatee Educational Television (METV) and the important work the organization does to serve the citizens of Manatee County.

For many years, METV has been a valued partner to my congressional office and an important asset to the broader Manatee County community. Through its professional broadcasting capabilities and commitment to community-centered programming, METV has helped ensure that important local events, public information, and community recognitions are accessible to residents throughout the county.

In particular, METV has played an instrumental role in helping our office broadcast and promote our annual congressional awards programs, which recognize Manatee County's finest veterans, law enforcement officers, FIRE/EMS personnel, and educators. These four signature events highlight individuals whose dedication and service strengthen our community every day. METV's partnership has allowed these meaningful recognitions to reach a broader audience and has helped shine a well-deserved spotlight on those who serve others selflessly.

Beyond its partnership with our office, METV provides an important public service through educational, governmental, and community programming that informs, connects, and engages residents across Manatee County. Their longstanding commitment to civic engagement and local storytelling continues to provide meaningful value to our community.

I appreciate your consideration and respectfully encourage the successful execution of the updated agreement with METV so this important work may continue. If you have any additional questions, please contact my District Chief, Tara Poulton, at 941-951-6643.

Sincerely,

Vern Buchanan
Member of Congress

2409 Rayburn House Office Building
Washington, DC 20515
(202) 225-5015
FAX: (202) 226-0828

8433 Enterprise Circle
Suite 210
Bradenton, FL 34202
(941) 951-6643

510 Vonderburg Drive
Suite 303
Brandon, FL 33511
(813) 657-1013



MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

May 18, 2026

Manatee County Government
P.O. Box 1000
Bradenton, FL 34206

RE: Letter of Support for METV

Dear Honorable Commissioners:

On behalf of the City of Bradenton, I would like to express our strong support for Manatee Education Television (METV) and the valuable role they play in strengthening our community.

As a community-focused nonprofit organization, METV plays an integral part in our ability to keep our citizens informed. For over 30 years, they have consistently demonstrated their commitment to serving the public by providing a platform that highlights local programs, nonprofit initiatives, educational opportunities, and community events that directly benefit our citizens.

Their dedication to supporting nonprofit agencies, public service organizations, and local governments helps amplify important messages and increases public awareness of the critical work being done across Manatee County. Through community partnerships, programming, outreach, and collaborative efforts, METV has become a trusted resource and an important partner to many organizations working to improve the quality of life for residents.

It is my belief that continued support for METV will help ensure that nonprofit organizations, educational institutions, and community agencies can continue reaching our citizens they serve effectively and meaningfully.

It is through the efforts of organizations like this that we may remain "The Friendly City!" A City dedicated to keeping their residents informed and engaged with their community. Please let me know if I can be of any additional assistance.

Sincerely,

Gene Brown
Mayor

From: Margi Dawson <mdawson@tpmanatee.org>

Sent: Monday, May 18, 2026 1:46 PM

To: Amanda Ballard <amanda.ballard@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Tal Siddique <tal@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>

Cc: Kathleen Cramer <kcramer@tpmanatee.org>; METV-Admin <DolanC@metvweb.com>; Cindy Nelson <cindy.nelson@mymanatee.org>; Dana Summers <dana.summers@mymanatee.org>; Maria Zuleta <maria.zuleta@mymanatee.org>; Selena Cunningham <selena.cunningham@mymanatee.org>; Kelli OMalley <kelli.omalley@mymanatee.org>; Marianne Beijster <marianne.beijster@mymanatee.org>

Subject: Letter of Support for METV Funding

Dear Chair and Members of the Manatee County Board of County Commissioners,

On behalf of Turning Points, I am writing to express our strong support for continued funding for Manatee Education Television (METV) and the vital role they play in serving nonprofit organizations and our broader community throughout Manatee County.

METV has been an invaluable partner to Turning Points for many years. Their team has helped us professionally tell the stories of the individuals and families we serve through impactful video production for our annual Be the Key Breakfast, one of our most important fundraising events. They have also recorded and produced coverage of major community initiatives, including the annual Manatee County Stand Down, ensuring that the incredible collaboration of organizations serving veterans and individuals at risk of homelessness is documented and shared with the community.

In addition, METV has supported our mission through the creation of educational and healthcare-related videos for our Health Center and played an important role in helping us celebrate and share our impact. Their work has elevated awareness of the services available to vulnerable residents and strengthened community engagement around issues that matter most.

As a nonprofit organization, affordability and access to quality services matter. Simply put, METV fills a critical void in our community. There are few, if any, affordable local options that can provide the level of professional video production, event coverage, and community storytelling that METV offers. Their willingness to work with nonprofit organizations at discounted rates creates tremendous value and allows agencies like Turning Points to access high-quality media support that would otherwise be financially out of reach.

At a time when nonprofits are facing increased demand for services and growing competition for community support, visibility and public awareness are essential. METV helps organizations like ours share stories of impact, educate the public, and connect

residents to critical services and opportunities for involvement.

METV is far more than a media provider — they are a trusted community partner that helps strengthen connections, elevate important causes, and document the work being done to improve lives across Manatee County. We strongly encourage continued county support for METV so they can continue serving nonprofits, local governments, educational institutions, and residents for years to come.

Thank you for your consideration and for your continued commitment to strengthening our community.

Sincerely,



Margi Dawson
Director of Development, Turning Points

[941-747-1509](tel:941-747-1509)

[x346](mailto:x346@tpmanatee.org) | tpmanatee.org/

mdawson@tpmanatee.org

[701 17th Ave West, Bradenton FL](#)
[34205](#)



From: Jodi Carroll <jodi@realizebradenton.com>

Sent: Monday, May 18, 2026 2:53 PM

To: Amanda Ballard <amanda.ballard@mymanatee.org>; Tal Siddique <tal@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>

Cc: dolanc@metvweb.com

Subject: Letter of Support METV

Attached please find a Letter of Support for METV from Karen Corbin, Executive Director of Realize Bradenton, Inc.

Thank you for your consideration.

Jodi Carroll

Director of Operations, Realize Bradenton



P: (941) 685-0119

W: realizebradenton.com

Bringing people together to create a vibrant downtown.



May 18, 2026

Dear Manatee County Board of County Commissioners:

On behalf of Realize Bradenton, Inc., I would like to express our strong support for Manatee Education Television (METV) and underscore the invaluable role they play in capturing and promoting the unique spirit of Bradenton.

As an organization dedicated to bringing people together and making downtown Bradenton a vibrant, thriving destination, our partnership with METV is essential. Specifically, METV's production support for our signature community events such as **BAM!Fest (Bradenton Art and Music Festival)** and **Winter Wonderland** is a critical asset. The high-quality videos they produce do more than just document these events; they serve as powerful storytelling tools that vividly demonstrate what makes Manatee County such a special place to live, work, and visit.

Now more than ever, as organizations face an increased demand for services alongside fierce competition for limited funding, public visibility is vital. METV provides an accessible platform that allows us to broadcast Bradenton's cultural economic vitality directly into the homes of Manatee County residents. By showcasing our festivals and community initiatives, METV actively drives civic engagement, boosts local tourism, and connects us with vital donors, volunteers, and supporters.

The exposure METV provides directly strengthens our ability to cultivate a vibrant, engaged community. Their willingness to highlight local culture and create a visual narrative for our county significantly contributes to the economic and social connectivity of our region.

We believe that continued support for METV is a direct investment in the promotion and celebration of Manatee County itself.

Thank you for your time and your ongoing dedication to our community. Should you require any additional information, please feel free to contact me directly.

Sincerely,

Karen Corbin

Karen Corbin, Executive Director



From: Lauren Blenker <lauren@hsmanatee.com>
Sent: Monday, May 18, 2026 3:05 PM
To: Amanda Ballard <amanda.ballard@mymanatee.org>; Tal Siddique <tal@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>
Cc: Chris Dolan (METV) <dolanc@metvweb.com>
Subject: Letter of Support for METV

Commissioners:

Please find attached letter in support of Manatee Educational Television and the reinstatement of their nonprofit agreement with Manatee County. As a longstanding member organization of their Board of Directors, we are proud to align our organization with theirs and fully support their continued partnership with the County. Feel free to contact me with questions.

Thank you and have a wonderful day!

Lauren Blenker
Executive Director

612 7th Street West
Palmetto, FL 34221
Lauren@hsmanatee.com
Cell: 941-812-7706
www.hsmanatee.com



**Healthy
Start**
Healthy Start Coalition
of Manatee County

May 18, 2026

Commissioners,

As a Member of the Board of Directors of Manatee Educational Television (METV) and on behalf of Healthy Start Coalition of Manatee County, Inc., I am pleased to provide this letter of support for METV and its continued efforts to provide educational programming, community engagement, and public information resources to residents of Manatee County.

Healthy Start Manatee recognizes the important role METV plays in strengthening our community through accessible communication, educational outreach, and public awareness initiatives. By sharing local stories, promoting educational opportunities, and providing a platform for community voices, METV contributes to a more informed and connected community.

Our organization values partnerships that support families, children, and community well-being. METV's commitment to education and public service aligns with our mission to improve maternal and child health outcomes and support healthy families throughout Manatee County. Access to reliable information and community-based resources is essential in helping families make informed decisions and connect with available services.

We appreciate METV's dedication to serving the residents of our community and support its efforts to expand programming, outreach, and community impact. We believe continued investment in METV will positively benefit individuals and families across Manatee County.

Sincerely,



Lauren Blenker
Executive Director

From: [BCC Agenda](#)
To: [BCC Agenda](#); [Amanda Ballard](#); [Cindy Nelson](#); [Dana Summers](#); [George Kruse](#); [Jason Bearden](#); [Kelli OMalley](#); [Maria Zuleta](#); [Marianne Bejster](#); [Mike Rahn](#); [Robert McCann](#); [Selena Cunningham](#); [Tal Siddique](#); [Bobbi Roy](#); [Corey Stutte](#); [Stephanie Garrison](#); [Bryan Parnell](#); [Vicki Tessmer](#); [Robin Toth](#); [Pamela DAgostino](#)
Subject: Additional Updates for May 19, 2026
Date: Tuesday, May 19, 2026 8:14:38 AM
Attachments: [image001.png](#)
[Anti-Human Trafficking Affidavit.pdf](#)
[Foreign Countries of Concern Affidavit.pdf](#)
[Manatee County Building and Development Servi_Manatee Educational Television Cons_2-24-2026_1884035959.pdf](#)

[**NOTICE:** This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello All. The attached documents were received for Item 20, Non-Profit Agreement for METV, which were received after the publishing of the last update.

Sincerely,

Quantana Acevedo | Planning & Zoning Tech III
Manatee County Government
Development Services Department – Agenda Division
Mailing Address: P.O.Box 1000, Bradenton, FL 34205
Office Location: 9000 Town Center Parkway, Lakewood Ranch, FL 34202
941-748-4501 ext. 3724
Website: mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Christopher R. Dolan who was sworn and says that the following information is true and correct:

1. I am the *Executive Director* of Manatee Educational Television Consortium Inc., a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Christopher R. Dolan



Signature

STATE OF FLORIDA
COUNTY OF MANATEE

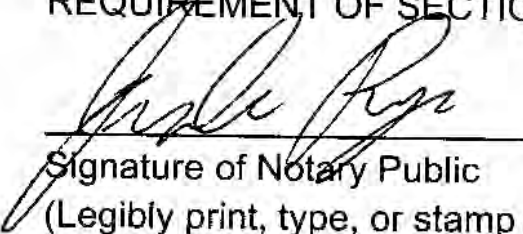
Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 18th day of May, 2026, by Christopher R. Dolan, who

☐ is personally known to me or
☒ has produced FLDL D450116751210 as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]


Signature of Notary Public

My Commission Expires: 4-21-2029

(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



JONATHAN PUGA
Notary Public
State of Florida
Comm# HH666991
Expires 4/21/2029

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Christopher R. Dolan who was sworn and says that the following information is true and correct:

1. I am the Executive Director of Manatee Educational Television a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. I hereby attest that:
 - a. Entity is not owned by the government of a foreign country of concern;
 - b. No government of a foreign country of concern has a controlling interest in Entity; and
 - c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature of Notary
STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or

☐ online notarization

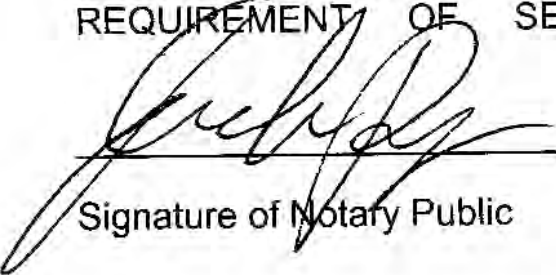
this day of
who

, 2025, by [Name of Signer of affidavit] ;

☐ is personally known to me or

☒ has produced FDL D450116.75/210 as identification.

CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES


Signature of Notary Public

My Commission Expires: 4-21-2029



JONATHAN PUGA
Notary Public
State of Florida
Comm# HH666991
Expires 4/21/2029



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2026

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 have **ADDITIONAL INSURED** provisions or 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 Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Karla Hughes PHONE (A/C, No, Ext): 941-758-3861 x1225 E-MAIL ADDRESS: KarlaHughes@acrisure.com FAX (A/C, No): 941-758-5947
INSURED Manatee Educational Television Consortium Inc 2501 63rd Ave E Bradenton FL 34203-5053	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-1796553 MANAEDU-01	NAIC # 10190 18988

COVERAGES**CERTIFICATE NUMBER:** 1884035959**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	20716640	2/12/2026	2/12/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	4368272901	1/24/2026	1/24/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Manatee County a political subdivision of the State of Florida is named as additional insured on the general liability.

CERTIFICATE HOLDER**CANCELLATION**

Manatee County Building and Development Services
1112 Manatee Ave W 4th Floor
Bradenton FL 34205

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

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