

RESOLUTION R-21-160

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING AN EXPEDITED NON-PROFIT FUNDING AGREEMENT PROCESS; APPROVING THE USE OF A STANDARDIZED FORM OF AGREEMENTS FOR INVESTMENT IN HUMAN SERVICES IN THE COMMUNITY PROVIDED BY NON-PROFIT AGENCIES TO TARGET POPULATIONS IN MANATEE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, OR NEIGHBORHOOD SERVICES DEPARTMENT DIRECTOR TO EXECUTE AND AMEND SUCH AGREEMENTS WITH THOSE AGENCIES FOR RENDERED SERVICES, AND IN THOSE FUNDING AMOUNTS AS HAVE BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE COUNTY'S ANNUAL BUDGET PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners (County) provides financial assistance to Non-Profit agencies (Agencies) through the execution of a standard Agreement for Non-Profit Agency Services (Agreement) for the human services and goods to target populations in Manatee County; and

WHEREAS, County has approved funding for these Agencies, during the annual budget process, that provide a variety of programs services deemed beneficial to the health, safety and welfare of Manatee County residents and the community; and

WHEREAS, on an annual basis County enters into funding agreements with the Agencies to ensure program service delivery and to provide a mechanism for payment of those services; and

WHEREAS, County desires to streamline the Agency funding process by expediting the execution of Agreements and amendments thereto when necessary; and

WHEREAS, to this end, the County desires to authorize the County Administrator, Deputy County Administrator, and the Director of the Neighborhood Services Department to sign Agreements and related amendments with Agencies for approved funding on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY FLORIDA THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. Funding for Agencies is approved during the annual budget process;
2. The services to be provided pursuant to the Agreements serve a valid public purpose; and
3. It is in the best interest of County, and furthers the public health, safety, and welfare of County residents, to approve the standard form of, and authorize the execution of, the Agreements in order for the County to fund approved services provided pursuant thereto.

SECTION 2. APPROVAL OF STANDARD AGREEMENT. The Board hereby approves the form of the Agreement for Non-Profit Agency Services.

1. The form of Agreement for Non-Profit Agency Services between County and Non-Profit agencies, substantially in the form attached hereto as Exhibit "A".
2. The form of Agreement has been reviewed and approved by the County Attorney.

SECTION 3. AUTHORIZATION TO EXECUTE. The County Administrator, Deputy County Administrator or the Director of the Neighborhood Services Department is hereby authorized and directed to sign and deliver the Agreements and related amendments thereto, subject to the following limitations:

1. Such Agreements shall be between the County and such Agencies as are approved by the Board of County Commissioners pursuant to its annual budget process;
2. Such Agreements shall provide for the funding of the human services and goods provided to target populations in Manatee County, and shall be subject to such funding amounts, as are approved by the Board of County Commissioners pursuant to its annual budget process; and
3. Such Agreements shall be substantially in the form approved in Section 2 above, and related amendments to executed Agreements thereto shall be limited to insubstantial changes, insertions and omissions, and such exhibits thereto, as may be deemed necessary to specify expected program service delivery and requirements; and
4. Related amendments to executed Agreements thereto requiring funds in addition to those as are approved by the Board of County Commissioners pursuant to its annual budget process shall require Board action for execution.

SECTION 4. REPORTING. The County Administrator shall annually provide an annual accounting to the Board of County Commissioners of all Agreements and related amendments approved and executed as noted in Section 3 above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED with a quorum present and voting on the 26th day of October 2021.



BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____

Vanessa Baugh, Chair

ATTEST: Angelina "Angel" Colonnese, Clerk of the Circuit Court

By: _____

Deputy Clerk

Exhibit A

AGREEMENT FOR NON-PROFIT AGENCY SERVICES

THIS AGREEMENT is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and [insert legal name of agency], a not for profit [insert type of organization / check on Sunbiz], existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2021. References to "Agreement" shall be construed to include this Agreement and all attachments hereto.

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 [insert name of State] 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 SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

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

Attachment "A" - Program Description
Attachment "B" - Payments
Attachment "C" - Special Conditions
Attachment "D" - Insurance Certificate

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

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

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

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2021 and ending on September 30, 2022. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2021/2022 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2021, this Agreement shall be of no effect.

iv. If Agency fails to comply with the terms of this Agreement, the County Administrator or designee may, upon written notification to Agency withhold payment until Agency complies. The notice shall specify the manner in which the Agency has failed to comply. In the event the Agency does not correct and cure and such failure to comply with the terms of this Agreement within thirty (30) days of receipt of such notice, the County may exercise its right of termination pursuant to Article 5, and all remedies available pursuant to Article 19.

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. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

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

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: [insert legal name of agency]
Attn: Executive Director
[insert mailing address]
[insert city, state, zip code]

If by hand delivery: [insert physical address]
[insert city, state, zip code]

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206-1000

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

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

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. If Agency has at any time in the past 2 years, or is expected to have in the current year, a budget of \$1,000,000 or more, Agency shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. If Agency has, in the past 2 years and the current year, a budget of less than \$1,000,000, Agency shall submit an audit, review and/or compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement. If at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

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

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

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

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

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 contract term and following completion of the contract 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 services. 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 contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall

not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

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

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

H: AGENCY'S REPRESENTATIVES. Within thirty days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

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

J: OTHER OBLIGATIONS OF AGENCY.

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

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

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

iv. Payment of County funds for this program is for the actual expenses associated with the Program, and only for Program services actually rendered by 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 Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

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

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

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

1. County's Representative shall have the option of reviewing the contents of the files.

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

a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.

b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.

1. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all 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. The form shall also inform the client or 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 form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), 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 Services provided hereunder. In conformity, therewith, 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 Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. 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 the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate.

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

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

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

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative ("Representative") and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

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

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, 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 programs 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 no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

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

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

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

ARTICLE 19: REMEDIES. 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 Agency. Agency shall reimburse County the requested sum upon receipt of such request; if 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 at law or in equity.

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

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

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

AGENCY

By: _____

Print Name: _____

Title: _____

Phone: _____

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator/Designee

Date of Execution: _____

**ATTACHMENT A
PROGRAM DESCRIPTION**

AGENCY NAME
PROGRAM NAME

1. PROGRAM DESCRIPTION:
 - a. Agency shall provide [insert brief, general description of program], hereinafter “Program”.
2. TARGET POPULATION:
 - a. This program shall serve [insert description of qualified participants] who are residents of Manatee County, hereinafter, “Client”.
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. [insert location]
 - b. The Program will be provided at the following time(s):
 - i. [insert dates and times]
 - c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.
4. SERVICES:
 - a. Program shall provide [insert brief description of services]
5. UNIT OF SERVICE: A unit of service shall be defined as [insert definition].
6. RESULTS:
 - a. Program results, approved by County, shall be tracked and verified by Agency.
 - i. Result/Target Statement: Of the [insert # of clients along with a brief participant description], we anticipate serving, [insert specific # of persons to achieve the results] will get to the following result: [insert the stated result]
 1. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 2. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 3. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 4. Milestone/Verification:
 - c. [state or list milestones]
 - d. [state or list verification]
 - b. Modification to results, targets, verification and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

**ATTACHMENT B
PAYMENTS**

AGENCY NAME
PROGRAM NAME

Agency shall be paid by the County an amount not to exceed \$[insert contract amount] for the program provided during the period of this Agreement, as specified below:

1. Units of Service
 - a. Agency shall provide [insert #] units of service, during the term of the Agreement.
2. Unit Rate
 - a. Agency shall be paid by the County in the amount of \$[insert unit rate] for each unit of service provided in accordance with Article 1, Attachment A.
3. Supporting Documentation
 - a. Payment Request Form:
 - i. Agency shall complete and submit one Agency Payment Request Form, via an electronic submission.
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, a copy of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. [insert data needed to report and to document units of service provided, such as # days of operation]
 - ii. Submission by US Mail or hand delivery is also acceptable in circumstances when electronic submission is not available for various reasons.
 - iii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
 3. Program Schedule: Agency shall provide an anticipated program schedule for the next reporting period.
4. Cumulative Payment Cap
 - a. Agency shall be paid [insert timeframe (i.e. monthly/quarterly)] [insert method (i.e., for the actual number of units of service it has provided and documented)].
 - b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$XX,XXX	April	\$XX,XXX
November	\$XX,XXX	May	\$XX,XXX
December	\$XX,XXX	June	\$XX,XXX
January	\$XX,XXX	July	\$XX,XXX
February	\$XX,XXX	August	\$XX,XXX
March	\$XX,XXX	September	\$[insertcontract amount]

5. Submission Date
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
6. Final Payment Request
 - a. It is recommended that within 30 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said thirty-day period.

**ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
FY21/22 NON-PROFIT AGENCY PAYMENT REQUEST FORM**

AGENCY: _____

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

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

PROGRAM: _____

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$[insert contract amount]	\$	\$

SECTION 2: CLIENT SERVICES

(5) UNIT COST	(6) UNIT CONTRACT TOTAL	(7) Y-T-D TOTAL PRIOR	(8) TOTAL THIS PERIOD	(9) TOTAL Y-T-D	(10) % OF PLAN ACHIEVED	(11) % OF TIME ELAPSED
\$[insert unit rate]	[insert # units]				%	%

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 is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

AGENCY NAME
PROGRAM NAME

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:

a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)		Quarter 2 (Jan-Mar)	
Due: Jan 30, 2022		Due: Apr 30, 2022	
Quarter 3 (Apr-Jun)		Quarter 4 (Jul-Sep)	
Due: Jul 30, 2022		Due: Oct 30, 2022	
Title		Requirement/Description	
i.	Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item) submitted via Blackbaud Grantmaking.	
ii.	Program Results Report	Agency shall track and report program result(s), target(s), and milestones for the clients served during the term of this agreement (updated each quarter with cumulative data) submitted via Blackbaud Grantmaking.	
iii.	Children's Services Demographics Report	Agency shall provide a report via Blackbaud Grantmaking on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting cumulative totals) to include the following demographics: gender, race, age, and zip code.	

2. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title		Requirement/Description
a.	Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability insurance. ii. Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.
b.	Financial Audit	Financial audit, compilation, or review shall be submitted in accordance with Article 7, A, iii of this Agreement.
c.	Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program in accordance with Article 7, J, vii of this Agreement. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.
d.	Licenses [remove if not required]	Agency shall submit photocopies of licenses necessary to operate the program. Photocopies shall be provided to the county at the time of application or prior to the receipt of payment under this agreement. Copies of license renewals shall be submitted to the county upon receipt from the licensing entity. (See Article 7, D.)

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

4. Waivers: [Remove any not needed]

a. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:

- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
- ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
- iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.

- iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
- v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.
- b. Notwithstanding the provisions set forth in Article 7, Section J, Paragraphs vii and xi, the requirements for Agency to obtain an Acknowledgement and Consent to Release Records and make release available for review or program files, are waived for the duration of this Agreement because the services rendered are group education and no individual client files are required.
- c. Notwithstanding the provisions set forth in Article 7, Section J, Paragraph vii, the requirement for Agency to provide evidence of client eligibility, to include residential address, is waived for the duration of this Agreement.

**ATTACHMENT D
INSURANCE CERTIFICATE**

[insert agency's current insurance certificate]