

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2009 by and between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida, 910 North Main Street, Bushnell, Florida, 33513, hereinafter referred to as "Board" and SCARC, INC., 213 W. McCollum St., Bushnell, FL 33513, hereinafter called "SCARC".

WITNESSETH:

WHEREAS, the SCARC has been established to provide services to the mentally and physically handicapped citizens of Sumter County, and

WHEREAS, the Board has appropriated funds for the SCARC to be used by the SCARC in providing such services, and

WHEREAS, the Board has previously determined that appropriations to the SCARC constitute a public and county purpose; and such appropriations are authorized by Florida Statute, and

WHEREAS, the Board has contracted with the SCARC for many years and desires to renew the contract for the fiscal year beginning October 1, 2009,

NOW, THEREFORE, in consideration of the covenants herein contained, be it mutually agreed by the parties as follows:

1. Payments: In order to assist the SCARC in providing services to the mentally and physically handicapped citizens of Sumter County, the Board agrees to pay to the SCARC \$34,000.00, which sum shall be paid on a reimbursement basis.
2. SCARC Duties: The SCARC shall report to the Board as to the progress of the services provided and shall submit a report to the Board upon completion of the programs. The SCARC shall maintain complete financial and performance records at all times in accordance with generally accepted accounting principles. All activities and records of the SCARC shall be subject to audit at any time by the auditors of the Board, however, no federal or state laws or rules or regulations as to confidentiality of clients of the SCARC shall be abrogated by this Contract.. The SCARC shall provide the Board with copies of Articles of Incorporation, By-laws, personnel policies and such other documents as may be required by the Board or its auditors to ensure that all expenditures made pursuant this contract are for a valid public purpose, and as such documents are amended or changed in any way.

3. Indemnification: The SCARC hereby agrees it shall indemnify and save harmless the Board and the County from any and all liability, claims, damages, and losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any services, program, duty or obligation herein set forth with the use, occupation, management or control of any facility herein provided for or any improvements thereto or any furniture, furnishings, equipment and fixtures used in connection with said facility. The SCARC shall at its expense, defend any and all action, suits, or proceedings which may be brought against the Board or County in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against the Board or the County in such action or proceeding. The SCARC shall furnish proof of liability insurance issued by companies and in such amounts as approved by the Board which policies shall name the Board as an additional insured.
4. Reports and Certification: The SCARC shall provide monthly or such other periodic financial statements and activity reports to the Board in the form and manner prescribed by the Board which shall include a certification to the Board that the duties, services and facilities set forth in this Agreement and any attachments hereto were provided and performed in the previous time period. The SCARC shall cooperate with and provide the Board or its duly authorized agents any additional information or reports concerning the activity, income, revenues, expenses and disbursements of the SCARC or any of its agents or representatives when so requested, so long as confidentiality requirements are not abrogated.
5. Confidentiality: This Agreement shall in no way interfere with the treatment or service to clients of the SCARC or in any way abrogate confidentiality as required by law in a provision of such services and such records bearing on this confidential relationship and treatment shall not constitute a public record.
6. Independent Contractor: The SCARC shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall in any way be construed to constitute the SCARC or any of its agents or employees as the agent, employees as the agent, employee or representative of the Board.
7. Termination: This Agreement shall terminate on September 30, 2010, unless sooner terminated by either party upon 30 days notice. The Board reserves the right to terminate this Agreement at any time if it makes the determination that the SCARC is not living up to the terms and conditions of this Agreement. This Agreement may be extended in writing by the parties.

ATTEST: GLORIA HAYWARD
CLERK AND AUDITOR

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY

By: Deputy Clerk

By: Garry D. Breeden, Chair

ATTEST:

SCARC, INC.

By:

By: