

EXHIBIT  
for  
Section II. 3.  
and  
Section III. 3.

Memorandum of Understanding (MOU)  
between  
UnidosNow, Inc. and School Board of Manatee County, Florida

Log# 788  
ID# 4574



**School Board of Manatee County, FL**  
**May 28, 2019 – Regular Meeting**  
**Action Item**

**Title:**

**Approval of Memorandum of Understanding with UnidosNow, Inc. for Radio Unidos WUDN-LPFM at Manatee Technical College and Transfer of Federal Communications Commission License File #BLL-20150731ATM**

**Executive Summary:**

RadioUnidos, WUDN-LPFM, is the first community radio station authorized by the Federal Communications Commission (FCC) in Manatee County to provide information and educational programs in Spanish. The permit for the low power FM radio station was granted to UnidosNow, Inc. (UN) in February 2014. UN is a local not-for-profit organization that has a history of partnerships with Manatee Technical College (MTC) and the School District of Manatee County including the Farmworker Career Development Program (FCDP). In May 2014, UN approached the FCDP to host the community radio station at MTC. The School Board of Manatee County approved the proposal on August 26, 2014. WUDN went on air (101.1 FM) in August 2015 thanks to the untiring efforts of FCDP staff and generous support of many individuals, organizations, and sponsors. The transmitter is located at Matzke, and the studio is located at MTC's Main Campus.

It is the mutual desire of UN and MTC that the School Board of Manatee County, on behalf of MTC, become the license holder for RadioUnidos, WUDN-LPFM. The FCC will allow the transfer. This Memorandum of Understanding (MOU) clarifies roles and responsibilities to accomplish the mutually beneficial objective of making RadioUnidos 101.1 a successful, effective educational and cultural outlet to reach the local Hispanic/Spanish-speaking community.

At this time the station is operated by a part-time contracted production tech, a contracted emergency broadcast test technician, both paid from remaining funds from UN, and a community of volunteers. The station broadcasts programs ranging from health, education, and community matters to news to all genres of Latin music; public service announcements promote MTC, FCDP, and District services to the community.

A copy of the MOU is attached for your review.

This request for approval aligns with the District's Strategic Plan Goal, which States:

**Goal 7: Community Engagement & Involvement** Develop and implement community engagement programs that strengthen partnerships with families, businesses and community in support of student achievement.

The Superintendent recommends approval of Memorandum of Understanding with UnidosNow, Inc. for Radio Unidos WUDN-LPFM at Manatee Technical College and Transfer of Federal Communications Commission License File #BLL-20150731ATM.

**Recommendation:**

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Motion and approval of Memorandum of Understanding with UnidosNow, Inc. for Radio Unidos WUDN-LPFM at Manatee Technical College and Transfer of Federal Communications Commission License File #BLL-20150731ATM.

**Financial Impact:**

The Radio Unidos studio will continue to be located at MTC, and the tower at Matzke, at no cost to the District. With support from the Radio Unidos advisory council, MTC will be responsible to raise the funds to operate the radio station and will support the station until the time it is self-supporting. There is no matching requirement.

**Contact:**

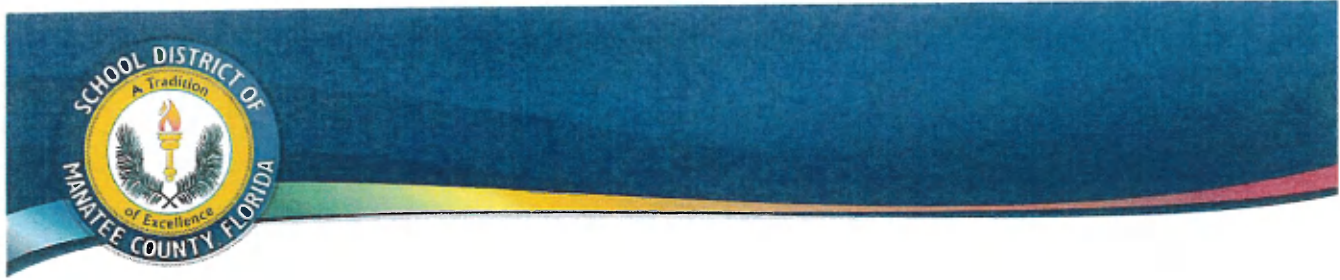
Prepared by: Suzette Ventrone

Initiated by: Doug Wagner, Deputy Superintendent

School Board Meeting: May 28, 2019

**Attachments:**

Memorandum of Understanding (PDF)



## Minutes

May 28, 2019

Regular Meeting and Public Hearing - 5:45 PM  
Manatee County School District  
215 Manatee Avenue West  
Bradenton, FL 34205  
[www.manateeschools.net](http://www.manateeschools.net)

Times Indicated Are Approximate

### CALL TO ORDER

Attendee Name	Title	Status	Arrived
James Golden	Board Member	Present	
Scott L. Hopes	Board Member	Present	
Charlie Kennedy	Board Member	Present	
Gina Messenger	Vice-Chair	Present	
Dave "Watchdog" Miner	Chair	Present	
Cynthia Saunders	Superintendent	Present	
Doug Wagner	Dept Supt of Business Serv and Operations	Present	
Jim Dye	Board Attorney	Present	
Mitchell Teitelbaum	General Counsel	Present	
Heather Jenkins	Chief Financial Officer	Present	
Michele Boyes	Agency Clerk	Present	

**Minutes:** Chair Miner called the meeting to order at 5:45 PM.

Pledge of Allegiance

**Minutes:** Board Member Golden led in the recitation of the Pledge of Allegiance.

### STUDENT CELEBRATION

#### 1. Perfect Attendance

**Minutes:** Mr. Mike Barber, Director of Communications, Family, and Community Engagement, invited the following students forward to be recognized for perfect attendance during their school careers:

Bayshore High:

- Cecilia Salazar - 12 years

Palmetto High:

- Tyreke Lee - 13 years

Braden River High:

<b>RESULT:</b>	<b>ADOPTED [4 TO 0]</b>
<b>MOVER:</b>	Charlie Kennedy, Board Member
<b>SECONDER:</b>	Gina Messenger, Vice-Chair
<b>AYES:</b>	Golden, Hopes, Kennedy, Messenger
<b>RECUSED:</b>	Miner

#### **Purchase(s) Bids Over \$100,000.00**

1. Approval of Renewal of the Use of the Hernando County School Board Bid on Musical Instruments, Sheet Music and Repairs, MCSD No. 19-0070-BS, Not to Exceed \$300,000.00
2. Approval of the Purchase(s) of Professional Development and Reading and Math Program Materials, SDMC No. 20-0025-BS, Not to Exceed \$900,000.00
3. Approval of Sole Source to Purchase Tomcat Commercial Cleaning Equipment, SDMC No. 20-0008-MR, Not to Exceed \$150,000.00
4. Approval of Proposal on Boiler Repair Services, SDMC No. 19-0094-MR, Not to Exceed \$1,200,000.00 Annually
5. Approval of the Use of Sourcewell (formerly National Joint Powers Alliance) - Sharp Electronics Contract #100312-SEC, SDMC No. 16-0034-SM, an Additional \$49,732.98, Not to Exceed \$1,041,498.51 - Revision 6
6. Approval to Purchase Illuminate Education, Inc. Data Management and Student Assessment Licenses, MCSD 20-0034-RG, Not to Exceed \$214,240.73
7. Approval of the Purchase of Literacy Footprints, SDMC No. 19-0057-BS, an Additional \$120,000.00, Not to Exceed \$420,000.00 Revised
8. Approval to Purchase SchoolFunds Online Subscription, SDMC 20-0035-RG, Not to Exceed \$105,000.00


#### **Purchase(s) Bid \$100,000.00 and Under**

9. Approval of Renewal (1) on the Bid for Emergency Generators - Annual Inspections and Preventative Maintenance, SDMC No. 18-0012-MR, Not to Exceed \$100,000.00
10. Approval of Renewal (1) on the Bid for HVAC Filter Replacement, MCSD No. 17-0008-MR, Not to Exceed \$100,000.00
11. Approval of the Purchase(s) of Ripple Effects Software, Curriculum and Professional Development, SDMC No. 19-0100-BS, Not to Exceed \$80,000.00
12. Approval of the Use of the State of Florida Contract #43220000-WSCA-14, ACS, Western State Cooperative Alliance Data Communications Products and Services 14-19, MCSD No. 15-0086-SM, Revision 3, an Additional \$99,500.00, Not to Exceed \$774,500.00

#### **Contracts and Grants**

13. Approval to Renew the Contract Between TrueCore Behavioral Solutions, LLC and The School Board of Manatee County for the 2019-2020 School Year
14. Approval to Amend the 2018-2019 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant #410-2629B-9CDTE for Period Ending June 30, 2019
15. Approval to Apply, Accept and Expend the Additional Title IV, Part A Student Support and Academic Enrichment Grant Roll Forward Funds for the 2018-2019 School Year in the Amount of \$63,816.58



16. Approval of Cooperative Agreement between the State of Florida, Department of Education and Manatee County School District for the 2019-2020 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant Funds in the Amount of \$131,126.00
17. Approval of the Contract between the School District of Manatee County and the State of Florida, Department of Education of Education Vocational Rehabilitation Division, No Financial Impact
18. Approval of the Agreement Between the School Board of Manatee County and State College of Florida, Manatee-Sarasota for the 2019-2020 Early College Program Manual and Articulation Agreement, Not to Exceed \$450,000.00
19. Approval to Renew the Agreement Between the School Board of Manatee County and Goodwill Industries-Manasota, Inc. for On-The-Job Training for Exceptional Student Education Students for June 2019 through June 2022, No Financial Impact
-  → 20. Approval of Memorandum of Understanding with UnidosNow, Inc. for Radio Unidos WUDN-LPFM at Manatee Technical College and Transfer of Federal Communications Commission License File #BLL-20150731ATM
21. Approval of Contract with TPG Cultural Exchange Services, LLC
22. Approval to Apply, Accept, and Expend the COPS Office STOP School Violence: School Violence Prevention Program (SVPP) Grant in the Amount of \$399,740.06
23. Motion and Approval to Approve the Public Charter School Grant Program Implementation Grant (2019-2022) for Parrish Charter Academy, No Financial Impact
24. Approval to Apply, Accept, and Expend School Improvement Grant 1003(g) – Cohort 4 (SIG4) Year 3 for Period August 1, 2019 through July 31, 2020, in the Amount of \$750,000.00

#### **Construction Services**

25. Approval of Southeast High School - Roof Replacement - Change Order 1 - Final - Agreement Between Owner and A.D. Morgan Corporation, Reduction in the Amount of \$109,356.21
26. Approval of Manatee Technical College East - Bus Parking Lot - Change Order 1-Final - Agreement Between Owner and Halfacre Construction Company - Reduction in the Amount of \$198,266.45

#### **Human Resources**

27. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers

#### **Miscellaneous Consent**

28. Motion and Approval to Accept the Subaru CVT Transmission, Engine H1720594 and Engine H1712661 Donated From Subaru of America, Inc. (SOA) for Use In the Manatee Technical College (MTC) Automotive Service Technology Program, No Financial Impact

#### **OLD BUSINESS**

1. Motion to Remove Approval of the New Job Description for Assessment Coordinator from the Table

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**MEMORANDUM OF UNDERSTANDING (MOU)**

**between**

**UnidosNow, Inc. and School Board of Manatee County, Florida**

**For RadioUnidos Partnership**

**and Transfer of FCC License File #BLL-20150731ATM**

**I. Introduction**

This MOU describes a partnership agreement between UnidosNow, Inc. (hereinafter also referred to as UN), a nonprofit established under the laws of the state of Florida, and the School Board of Manatee County, Florida (hereinafter also referred to as SBMC) on behalf of Manatee Technical College (hereinafter also referred to as MTC), the adult and postsecondary career and technical education center of the School District of Manatee County (hereinafter referred to as SDMC or the District), collectively referred to as the parties, for the services described below.

**II. Purpose**

The purpose of this MOU is to guide and direct the parties concerning their partnership and respective authorities in furtherance of the work of the community radio station, RadioUnidos, WUDN-LPFM 101.1, as well as concerning the transfer of the Federal Communications Commission (hereinafter referred to as FCC) Low Power FM Broadcast Station License #BLL-20150731ATM (hereinafter referred to as the license) from UN to MTC. The FCC Facility ID is 196577; Call Sign is WUDN-LP.

Consistent with the original intent of collaborating to create and launch the only Spanish-language community radio station in the region, this MOU serves as a tool between the partners to streamline the station's operations, clarify roles and responsibilities, and leverage the educational goals of both parties.

**III. Statement of Mutual Interests and Benefits**

UnidosNow was organized and incorporated in 2011 under the laws of the state of Florida and Section 501(c)(3) of the Internal Revenue Code with the mission to empower Latinos in Southwest Central Florida to achieve their American Dream. At the date of signing this agreement--and in alignment with UN's mission and its vision to educate, elevate, and integrate--UN holds the license to RadioUnidos, the only Spanish language community radio station in the region.

Manatee Technical College, founded in 1963, aims to produce highly skilled individuals and resourceful leaders through collaborative education to meet the ever-changing needs of the community and workforce. In alignment with its mission, MTC offers Career Certificate programs, for which student enrollment is 20% Hispanic, and Adult General Education, for which student enrollment is 69% Hispanic (based on latest enrollment data). MTC also collaborates with and supports the work of the District's comprehensive Farmworker Career Development Program that helps farmworkers and their dependents increase knowledge of nonagricultural careers, obtain the education and/or job skills to prepare them for the nonagricultural workforce, and provide supportive services to help them reach their goals. In addition, the District's K-12 student population is 35% Hispanic (17.1K Hispanic students out of 49.3K total students).

This MOU is established between UN and MTC to help each other accomplish the mutually beneficial objective of making RadioUnidos a successful, effective educational and cultural outlet to reach the local Hispanic/Spanish-speaking community.

#### IV. History

Radio Unidos is the first Community Radio Station authorized by the Federal Communications Commission in Manatee County to provide information and educational programs in Spanish and English to farmworkers and the community. In November of 2013, UN applied for the Federal License to create the low-power LPFM community radio station. The FCC approved the permit in February 2014, granting 16 months to establish the radio station and go on air. UN approached the Farmworker Career Development Program in May 2014 with the idea of MTC hosting Radio Unidos at MTC's Main Campus at no cost to MTC or the District. The School Board of Manatee County approved the proposal on August 26, 2014. The FCC license grant date was August 3, 2015. WUDN went on the air in August 2015 thanks to the untiring efforts and generous support of many individuals, organizations, and sponsors. The transmitter is located at Matzke, and the studio is located at MTC's Main Campus. At this time the station is operated by a part time contracted production tech, a contracted emergency broadcast test technician, both paid from remaining funds from UnidosNow, and a community of volunteers.

#### V. Scope of Services, General Terms and Conditions

This Agreement is subject to all federal, state, and municipal laws and regulations, 501(c)(3) rules and regulations, and School Board policies, now in force or hereafter enacted, including without limitation the rules, regulations, orders, decisions and policies of the FCC.



UnidosNow currently holds the license for WUDN-101.1 LPFM. Per the FCC, UN was free to transfer the license to the SBMC on behalf of MTC after August 3, 2018. UN will transfer the license to MTC/SBMC as soon as possible after the signing of this MOU, but before August 30, 2019 (the current license expires 3:00 a.m. local time, February 1, 2020; the license holder must file the License Renewal Application by October 1, 2019).

Manatee Technical College is presently hosting the studio for WUDN-101.1 LPFM at MTC's Main Campus, 6305 State Road 70 East, Bradenton, FL 34203. SBMC, on behalf of MTC, will accept the transfer of the license from UN as soon as possible after the signing of this agreement.

With this MOU, Manatee Technical College will be granted the right to free airtime for public service announcements (PSAs), as well as programming, that furthers the educational goals of MTC and the School District, including the Farmworker Career Development Program. Similarly, UN will also have the right to free airtime for public service announcements (PSAs), as well as programming that furthers UN's goals of education and integration. PSAs will comply with SBMC policy and FCC licensure. PSAs will be scheduled according to the content strategy, programming needs and available time slots. The programming parameters will be determined according to the content strategy and programming needs that will be defined at a later time.

The radio station will help UN, MTC and SDMC to increase outreach and promote their respective education programs in the community.

#### **VI. Partner Roles & Responsibilities**

In consideration of the above premises, the parties agree as follows:

MTC/SDMC agrees to:

1. Host the station studio at the MTC Main Campus and host the transmitter on the Manatee County School District tower at the Matzke Center (1 Matzke Way, Bradenton), at no cost to the District.
2. Accept transfer of the FCC station license from UN.

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3. At which time SBMC (MTC) becomes the station license holder, ensure that the radio station is registered with the FCC and maintains compliance with all applicable FCC rules and regulations, and takes over responsibility for the general operations of the station, including contracting with/hiring appropriate staff.
  4. Adhere to School District/MTC accounting/auditing policies and procedures for any financial activity/costs incurred associated with RadioUnidos.
  5. Work jointly with UnidosNow to create a RadioUnidos Advisory Council to help provide financial, governmental, promotional, and volunteer support for RadioUnidos.
  6. Assign a designee(s) to serve on the RadioUnidos Advisory Council.

UnidosNow agrees to:

1. Transfer the station license to SBMC (MTC) as soon as possible after the signing of this agreement, but before August 30, 2019; complete all necessary paperwork to ensure the transfer.
2. Until the transfer is acknowledged by the FCC, UN will serve as the station license holder and will ensure that the radio station is registered with the FCC and maintains compliance with all applicable FCC rules and regulations.
3. Will support MTC efforts to help with specific capital campaigns and defined projects, including fundraising activities.
4. Upon official transfer of the station license, transfer to MTC the ownership of the equipment already in possession of MTC and the balance of existing funds for RadioUnidos including a statement of income and expenses.
5. Work jointly with MTC to create a RadioUnidos Advisory Council to help provide financial, governmental, promotional, and volunteer support for RadioUnidos.
6. Assign a designee(s) to serve on the RadioUnidos Advisory Board Council.

Once the license has been transferred from UN to MTC/SBMC, both parties agree that:

1. MTC will serve as the community-based entity to manage the station's day-to-day work and will take the lead to provide all the necessary support to ensure proper and consistent operation of the station 24 hours a day, 7 days a week, 365 days a year programming at no direct cost to UN.
2. With support from the Advisory Council, MTC will lead and oversee marketing, communications, and fundraising efforts, including sponsorship - ensuring a consistent and cohesive messaging strategy - to build public awareness of and support for the RadioUnidos brand.
3. MTC with support from the Advisory Council will serve as the provider of the station's day-to-day operations and as the responsible party for fiduciary accountability and support of RadioUnidos. In this role, UN will transfer the funds to MTC upon transfer of the license, and MTC ensures appropriate financial mechanisms and procedures that are already in place, including an account to receive transfer of funding for the station from UN.
4. Include MTC's and UN's logo/name/visibility in RadioUnidos' promotional materials and website.
5. Both parties have the right to free air-time for programming and PSAs. PSA's will be scheduled according to the content strategy, programming needs and available time slots. The programming parameters will be determined according to the content strategy and programming needs that will be defined at a later time.

#### **VII. Effective Dates and Amendments**

The intent of the UN's original application (educational programming) to the FCC shall remain the intent of MTC for the transfer of the radio station.

The provisions of this MOU may be amended or waived only by mutual written agreement by both parties.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability thereafter) that upon signature of each, this MOU shall have been duly executed by the entity each represents and represents the authority to enter into this MOU.

#### **VIII. Indemnification**

The SDMC/MTC and UN, to the extent permitted by law, will hold harmless, indemnify and defend each Other, their agents, servants, and employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the Other, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement, specifically including each Party's routine day-to-day supervision. This provision shall survive the termination of this Agreement and shall be binding upon the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School District's sovereign immunity beyond the statutory waiver as the same may be amended from time to time.

#### **IX. Terms and Conditions**

##### **1. TERM OF AGREEMENT:**

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall be automatically renewed for successive one-year terms not to exceed five years. After the five-year term expires, the MOU must be updated.

This MOU may be terminated for Cause or Convenience at any time by either Party upon sixty (60) days advance written notice to the other Party. If early termination occurs, neither Party will have an obligation to the other once this MOU has been terminated. The provisions of this MOU may be amended or waived only by mutual written agreement by both parties. The intent of the UN's original application (educational programming in Spanish) to the FCC shall remain the intent of MTC for the radio station. Should MTC decide to stop Spanish-language programming, UN would be given first right of refusal to resume control of and responsibility for the radio station.

##### **2. ASSIGNMENT:**

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.)

3. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all vendors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. UnidosNow, individuals or entities under contract with the School District required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: <http://www.manateeschools.net/>

4. **THIRD PARTY BENEFICIARIES:**

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

5. **GOVERNING LAW:**

This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

6. **CONFIDENTIALITY:**

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

7. **SOVEREIGN IMMUNITY:**

The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

8. **STANDARDS OF CONDUCT:**

UnidosNow will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the UnidosNow, but also to the employees of its sub-contractors.

9. **SEVERABILITY AND WAIVER:**

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the



fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

**10. EQUAL OPPORTUNITY:**

UnidosNow agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status.

**11. TERMINATION:**

**11.1. Termination for Cause—**The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination.

**11.2. Termination for Convenience—**Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

**12. CUSTODIAN OF PUBLIC RECORDS**

IF UNIDOSNOW HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Linda Lambert, Administrative Secretary, 215 Manatee Avenue W., Bradenton, Florida, 34205  
(941) 708-8770

[lambertl@manateeschools.net](mailto:lambertl@manateeschools.net)

**13. COMPLIANCE WITH THE SUNSHINE LAW:**

The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. UnidosNow hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

**14. SCHOOL DISTRICT POLICY:**

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any

member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

**15. COMPLIANCE WITH REGULATIONS:**

Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by UnidosNow will in no way be a cause for relief from responsibility. UnidosNow shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. UnidosNow must not be in violation of any zoning or other ordinances in the performance of this contract.

**16. POSSESSION OF FIREARMS:**

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of UnidosNow, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by UnidosNow. If a sub-contractor fails to terminate said employee or independent contractor, UnidosNow shall terminate its agreement with the sub-contractor. If UnidosNow fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" has the meaning given in Subsection 790.001(6) Florida Statutes.

**17. CRIMINAL ACTS:**

Employment on the project by UnidosNow, or any of its subcontractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, UnidosNow agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if UnidosNow does not comply with this provision.

**18. POSSESSION/USE/UNDER THE INFLUENCE OF MIND-ALTERING SUBSTANCES:**

Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by UnidosNow employees or independent contractors or its sub-contractors, employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by UnidosNow. If a sub-contractor fails to terminate said employee or

independent contractor, UnidosNow shall terminate its agreement with the sub-contractor. If UnidosNow fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

19. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

SIGNATURES:



Kelly Kirschner, Board Chair

UnidosNow, Inc.

5/8/2019

Date



Cynthia Saunders, Superintendent

School District of Manatee County

5/31/19

Date



David "Watchdog" Miner, Chairman

School Board of Manatee County

6/3/19

Date

Approved as to Form:  
MT 5/15/19  
General Counsel