

**AGREEMENT BETWEEN MARTIN COUNTY AND THE BUSINESS DEVELOPMENT BOARD
OF MARTIN COUNTY, INC. FOR
ECONOMIC DEVELOPMENT SERVICES**

THIS AGREEMENT is made and entered into effective April 1, 2017, by and between Martin County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as "County") and the Business Development Board of Martin County, Inc., a Florida not-for-profit corporation, whose Federal Employer Identification Number is 65-0255366 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the State of Florida and the County have determined that there is a need to enhance economic activities in the State by attracting high quality, high value added jobs in key clusters including, but not limited to, corporate headquarters, aviation, aerospace, engineering, business and financial services, healthcare technologies, life sciences, alternative/green energy and communications and information technology in order to provide a stronger, more balanced, and stable economy in the State; and

WHEREAS, the Contractor is a private, not-for-profit corporation created in 1991 by the initiative of five Chambers of Commerce and the Economic Council of Martin County, Inc. for the purpose of recruiting, retaining, and expanding businesses to and in Martin County; and

WHEREAS, the County has determined that it is in the public interest to assist the Contractor through this Agreement to expand the employment opportunities of the residents of the County and thereby reduce unemployment and associated burdens placed on local government and the private sector taxpayers; and

WHEREAS, the parties desire to enter into this Agreement whereby Contractor, as an independent contractor, will furnish the professional services of an economic development organization to assist County in the implementation of the County's goals for economic development.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. Contractor shall assist the County to support and promote balanced and orderly economic development, in furtherance of the objectives of County's Economic Development Plan, by performing the functions and services described in the Scope of Service in accordance with the Performance Criteria set forth in Exhibit "A" to this Agreement. The parties acknowledge and agree that County may, from time to time, change its economic development strategies which may require amendments to Exhibit "A" following completion and adoption of such new economic development strategies.

2. Term. This contract shall have a term of three years, commencing on April 1, 2017.

3. Reporting. Contractor shall provide reports of its activities under this Agreement, comprising of the following:

- a. A quarterly electronic report, which shall be distributed by Contractor to the County's Board of County Commissioners, County Administrator, County Contract Compliance Specialist and such other

County staff as shall be designated by the County Administrator. Such quarterly reports shall be distributed not more than thirty (30) days following the end of each calendar quarter during the term hereof, and shall consist of: (1) up to date quarterly and annualized (i.e. from the beginning of the Agreement year through the date of report) budget income and expenditures and itemized receipts for all expenditures, including the purpose of each expenditure, and (2) a summary of all actions taken during the reported quarter. Such summary shall include, but not be limited to, travel and entertainment (including destinations and cost), marketing, advertising, and a progress report detailing the development or completion of each item contained in the Scope of Service outlined in Exhibit "A". Provided, however, if a confidentiality request is made to Contractor pursuant to Section 288.075(2), Fla. Stat., Contractor shall maintain the confidentiality of such information as provided by law.

b. An annual electronic report, which shall be distributed by Contractor to the County's Board of County Commissioners, County Administrator, County Contract Compliance Specialist and such other County staff as shall be designated by the County Administrator. Such annual report shall be distributed not more than one hundred and twenty (120) days following the end of the County's fiscal year (September 30) during the term hereof, and shall be: (1) cumulative of the preceding four (4) quarters and shall provide a summary overview of the activities of the Contractor, its direct and indirect impacts, as well as receipts and expenditures (including, but not limited to, itemized receipts for all expenditures, including the purpose of each expenditure) in sufficient detail and in the manner of a Profit & Loss (or Gain & Loss) Report demonstrating compliance with the applicable Annual Budget more particularly described in Section 4 below and any projections for the coming fiscal year and (2) an assessment of the extent to which Contractor is meeting the performance criteria set forth in Exhibit "A". In addition, such report shall include all executed Conflict of Interest documents and Confidentiality Agreements (which are not exempt from disclosure) for such fiscal year.

c. Any other reports as may reasonably be requested by County relating to the duties and responsibilities of Contractor under this Agreement.

d. Contractor will make available appropriate personnel to provide additional information, as well as supporting documents and respond to questions from County staff and the County's Board of County Commissioners with regard to the information contained in the quarterly and annual reports provided by Contractor hereunder.

4. Budget Process. On or before June 1st of each calendar year, or at such other time established for County departments to submit their budgets for the succeeding fiscal year, Contractor shall prepare and submit to the County for approval an Annual Budget estimating the cost of performing the functions and services contemplated by this Agreement for such succeeding fiscal year. Such Annual Budget shall provide for categories of expenditures in accordance with standards of the industry and consistent with generally accepted accounting practices. Such Annual Budget, in addition to total annual amounts for each category, shall include quarterly cash flow projections of income and expenditures for each budget category, as well as specific activities, plans and business case justification. The amounts applicable to the various line items of the Annual Budget approved by the County may be increased or decreased by up to Five Thousand Dollars (\$5,000.00) at the discretion of Contractor; adjustment in excess of Five Thousand Dollars (\$5,000.00) of any line item, within the maximum total amount, must be authorized by the County. Contractor agrees that the provision of bonuses or other lump sum payment for its employees is expressly prohibited and may not be authorized. In the event Contractor encounters unanticipated necessary expenses in performing services to be provided by Contractor under this Agreement, or an unanticipated shortfall in business tax revenues is likely to occur, or otherwise determines that a revision of the Annual Budget as approved by County to date is desirable to accomplish the

goals of County's Economic Development Plan, then Contractor may submit a recommended revised Annual Budget to the County for approval as an amended Exhibit to this Agreement, and County may consider, but shall not be obligated to grant, said request.

5. Payments to Contractor.

- a. Compensation. Year 1 - \$400,000; Year 2 - \$450,000; Year 3 - \$450,000
- b. County shall pay Contractor quarterly within 30 days following Contractor's submission of the quarterly reports more particularly described in Section 3 above, which evidence the performance of services required herein. Payment shall be withheld until all required reports have been submitted to County and have been received and accepted by County. Upon receipt and acceptance of the required reports and invoice, the County shall provide the Contractor with funds equaling $\frac{1}{4}$ of the total amount agreed upon, in arrears and in four (4) installments as follows:

Quarter	Report & Invoice Date	Payment Date
October 1 - December 31	No later than January 15	No later than February 15
January 1 - March 31	No later than April 15	No later than May 15
April 1 - June 30	No later than July 15	No later than August 15
July 1 - September 30	No later than October 15	No later than November 15

6. Financial Procedures.

- a. Contractor agrees to establish a cash reserve policy of no more than ninety (90) days of its total budget (including public and private dollars) for the current fiscal year; if such cash reserves exceed such policy for more than ninety (90) days Contractor shall immediately notify County in writing of the amount of such excess, as well as Contractor's recommendation regarding the distribution of such excess. County may in its sole discretion require the return to County of the County's pro rata portion of such excess funds or provide Contractor direction for the distribution use of such funds.
- b. Contractor agrees to maintain its books, accounts and records which reflect all revenues and expenditures made in connection with the management and operation of its programs and services in accordance with generally accepted accounting principles at the Contractor's principal place of business. The Contractor shall exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the County. Contractor's "records", as referred to in this Agreement, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, status reports, minutes, and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; correspondence; general ledger entries detailing cash activities, and any other Contractor records which may have a bearing on matters of interest to the County in connection with Contractor's dealings with the County (all foregoing hereinafter referred to as "records") to the

extent necessary to permit evaluation and verification of: a) Contractor's compliance with Agreement requirements, and b) compliance with County's business ethics policies.

The Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a County representative or an outside representative engaged by the County. The County or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. The County's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

c. Contractor shall have an audit of its finances conducted annually by the Clerk of the Circuit Court or a qualified independent auditor as approved by County in accordance with generally accepted accounting principles, promptly after the end of Contractor's fiscal year, which shall correspond to County's fiscal year. Each audit shall be completed no later than the 31st day of the month of January following the end of the audited fiscal year (September 30), unless Contractor has applied to County and received an extension of time for good cause shown. Promptly after completion of each such audit, Contractor will distribute to County a true copy thereof from the Auditor and the Contractor shall authorize Auditor to respond directly to any County inquiry. If an audit inspection or examination in accordance with this Section, finds that the Contractor materially violated any provisions of the Agreement, the Contractor shall pay to the County the Audit Amount, which is defined as the total aggregate of the County's reasonable audit costs, incurred as a result of its audit of the Contractor and County. If such amounts owed to the Contractor are insufficient to cover the Audit Amount, then the Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to the County within thirty (30) business days of its receipt of the County's invoice or such remaining amounts. In no event shall the Audit Amount be deemed a reimbursable activity.

d. In all procurements of goods or services, Contractor will comply with its Procurement Policy which was agreed to by the parties and is incorporated herein as Attachment 1.

e. Contractor shall comply with its approved Travel and Entertainment policy consistent with chapter 112, Fla. Stat., and with policies typically used by Florida Economic Development Agencies which was agreed to by the parties and is incorporated herein as Attachment 2 .

f. All expenditures by Contractor under this Agreement shall be in accordance with the Annual Budget of Contractor in effect at the time of the expenditure. Each invoice paid by Contractor shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced. Such invoices and receipts shall be included in the quarterly reports required.

7. Accounting and Use of Non-County Provided Funds. Contractor's policies and procedures shall make provision for one or more separate accounts for receipt of any revenues received by Contractor other than funds received from County under this Agreement, such as membership dues, participation fees, grants with the County's oversight, and contributions. Contractor may pay from such accounts expenses of Contractor that are not paid from funds received from County under this Agreement. Contractor shall incur and pay only such expenses as are lawful, ordinary and necessary administrative and operating expenses incurred in connection with the economic development of Martin County in accordance with its plan and goals. Contractor will include reports of the receipt and expenditure of such revenues in its financial reports to County.

8. In-Kind Contributions. Contractor will make best efforts to record actual, or good faith estimates of, in-kind contributions of goods and services received by Contractor and devoted to the performance of Contractor's functions and services under this Agreement. Contractor will include reports on such in-kind contributions in its financial reports to County.

9. Property Control. Any and all furniture and equipment having been acquired or acquired after the date of this Agreement using County funds shall become the property of County at the expiration or termination of this Agreement. All such furniture and equipment shall be marked by County property tags and placed on County property inventory list in accordance with Chapter 274 Fla. Stat., at the time of delivery to Contractor. Contractor shall use all furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear is accepted. Contractor shall provide County with an annual inventory of all furniture and equipment no later than September 30 of each year. County shall have the right to audit, verify, or otherwise monitor such inventory at any time.

10. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layouts, production materials, formulas, recipes, videos, photographs and all other electronic media, as well as all other intellectual property created by or on behalf of Contractor or County under this Agreement or otherwise for Martin County Economic Development shall be the property of County, and Contractor hereby assigns to County any and all rights Contractor has or may acquire in such intellectual property, including but not limited to the trade name "Business Development Board of Martin County." County hereby allows Contractor the use of the trade name "Business Development Board of Martin County" during the term of this Agreement. County hereby allows Contractor the use of all other such intellectual property during the term of this Agreement for the purpose of carrying out Contractor's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including any approvals by County required hereunder, and provided further, that any and all revenues derived from such use by Contractor shall be applied solely to the performance of Contractor's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by Contractor to County. Contractor agrees to provide copies of all intellectual property as defined herein to County upon request within a reasonable time from County's request. Contractor shall take no action inconsistent with County's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect County's rights in such property.

11. Findings Proprietary. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared pursuant to this Agreement.

12. Open Meetings. Contractor expressly agrees that, throughout the duration of this Agreement, all meetings of its General Membership, its Board of Directors, its Executive Committee, if any, and any other committees shall fully comply with the requirements of the State of Florida's "Government in the Sunshine Law" Section 286.011, Fla. Stat., and other applicable provisions of Florida law. Contractor will at a minimum hold all of its meetings open to the public, provide reasonable notice to the public of all of its meetings and audio record all such meetings, take minutes of such meetings and promptly record same.

13. Availability of Records.

a. Contractor shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. Contractor agrees that County, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have

access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor. In the event that an audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

b. Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the County shall give notice as is practicable to the Contractor that such disclosure is required.

Contractor shall comply with public records law, specifically, Contractor shall:

- (i) keep and maintain public records required by County to perform the service;
- (ii) upon request from County's custodian of public records, provide 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 this Agreement if Contractor does not transfer the records to County; and
- (iv) upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC.RECORDS@MARTIN.FL.US, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

c. Provided, however, if a Confidentiality request is made to Contractor pursuant to Section 288.075(2), Fla. Stat., Contractor shall maintain the confidentiality of such information as provided by law.

14. Prohibition of Assignment. Contractor shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement.

15. Independent Contractor. Contractor is and shall be an independent contractor in the performance of all work, services and activities under this Agreement and not an agent or servant of County. The officers, employees, servants and agents of Contractor shall not be considered to be officers, employees, servants or agents of County. All persons engaged in any of the work or services performed pursuant to this Agreement shall be at all times, and in all places, subject to Contractor's sole direction, supervision and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as officers, employees, agents or servants of Martin County.

16. Use of Subcontractors. Contractor may enter into contracts with firms or individuals for services necessary for the performance of the services provided by Contractor under the terms of this Agreement and in accordance with the Annual Budget and Procurement Policy provided for herein. No such contract or agreement shall obligate County in any manner to any third party. All such contracts shall be in writing and shall state that Contractor is an independent service contractor of County and does not have the authority to enter into any contract on County's behalf or to bind County to any such contract and shall further state that, unless consented to by County, the County shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by County of any benefits there under. Notwithstanding the foregoing, all such contracts shall provide that in the event of termination of this Agreement, upon election by County, such contracts shall remain in full force and effect, with County to be substituted for Contractor as a party to such contract.

17. Conflict of Interest. Neither Contractor, nor its members, officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. Contractor has adopted conflict of interest policies attached hereto as Exhibit "B" and Contractor, its members, officers, directors, agents and employees shall comply with such policies.

18. Authority to Practice. Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required in conducting its business, and that it will at all times conduct its business activities in a responsible manner. Proof of such licenses and approvals shall be submitted to County upon request.

19. Public Entity Crimes. As provided in Section 287.132-133, Fla. Stat., by entering into this Agreement or performing any work in furtherance hereof, Contractor certifies that it, and its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.

20. Certificate of Authority and No Conflict. Contractor hereby certifies that it is legally entitled to enter into this Agreement with County, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

21. Insurance. Throughout the term of this Agreement, Contractor shall maintain in force and effect policies of insurance as listed below, including but not limited to Directors and Officers liability insurance as required in its Bylaws. In addition, Contractor shall maintain in full force and effect a fidelity bond for its Executive Director and Officers in such amounts that are commercially reasonable amounts in accordance with its Bylaws.

21.1 10.1 Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the RECIPIENT and/or subcontractor providing such insurance.

21.2 Worker's Compensation Insurance (if required by law): The RECIPIENT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the RECIPIENT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the RECIPIENT. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous

work under this contract at the site of the project is not protected under the Worker's Compensation statute, the RECIPIENT shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

21.3 Commercial Automobile Liability Insurance: The RECIPIENT shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.

21.4 Commercial General Liability Insurance: The RECIPIENT shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

22. Indemnification. Contractor shall indemnify, save and hold harmless County, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any negligent or willful act or omission of Contractor, its officers, employees, servants and agents in the performance of services under this Agreement, except to the extent such claims, liabilities, losses and/or causes of actions may be caused by any negligent or willful act or omissions of County or its officers, employees, servants or agents. Contractor further agrees to indemnify, save, hold harmless and defend County, its officers, employees, servants and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of Contractor, other than as provided in the preceding sentence and for which County, its officers, employees, servants and agents are alleged to be liable.

23. Termination.

a. Either party may terminate this Agreement at any time without cause by giving the other not less than six (6) months advance written notice of such termination and specifying the effective date thereof. Furthermore, if Contractor or County, at any time during the initial term or any additional term of this Agreement, should be in default (i.e. commit a material breach) of this Agreement, and shall fail to remedy such default within ninety (90) days after written notice of such default from the other party, then the non-defaulting party may at its option terminate this Agreement by giving the defaulting party written notice of its election to terminate this Agreement, and specifying the effective date thereof, not less than thirty (30) days after the expiration of such ninety-day opportunity to cure.

b. Unless Contractor is in breach of this Agreement, Contractor shall be paid for services rendered in accordance herewith through the date of termination. If Contractor is in breach of this Agreement,

Contractor shall be paid for services rendered in accordance herewith through the date of breach. After receipt or delivery of a Termination Notice and except as otherwise directed by County, Contractor shall:

- i. Stop work on the date and to the extent specified.
- ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- iii. Transfer all work in process, completed work, and other materials related to the terminated work to Martin County.
- iv. Continue and complete all parts of the work that have not been terminated.

24. Performance and Obligation to Pay. Contractor's performance and County's performance and obligation to pay under this Agreement are contingent upon the appropriation and subsequent allocation of funds, including but not limited to local business tax funds, for the purposes and uses provided in this Agreement, as well as the sufficient collection and availability of the business tax funds appropriated by County for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

25. Approvals by County. Any approvals, adoptions, consents or acceptances of County required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Martin County.

26. Further Assurances. The parties agree to fully cooperate in the implementation of this Agreement and to undertake all actions necessary to accomplish the purposes set forth in this Agreement and to continue to cooperate to resolve any issues which may arise.

27. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to County, shall be mailed to:

County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
Attention: County Administrator

With copy to:

County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
Attention: County Attorney

With a copy e-mailed to the County Contracts Compliance Specialist: dloving@martin.fl.us.

And if sent to Contractor, shall be mailed to:

Business Development Board of Martin County, Inc.
1002 SE Monterey Commons Blvd., Ste. 203
Stuart, FL 34996
Attention: Executive Director

28. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by County to require strict performance by Contractor or any waiver

by County of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

29. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending a County Ordinance or regulations as County may from time to time deem appropriate.

30. Nondiscrimination. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Clerk of the Circuit Court

Carolyn Timmann by Hawsend

Carolyn Timmann
Clerk of the Circuit Court and
Comptroller

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 

Doug Smith
Chairman


Sarah W. Woods

Sarah W. Woods
County Attorney

WITNESSES:

Suzanne J. Gordon
[Signature]

BUSINESS DEVELOPMENT BOARD
OF MARTIN COUNTY, INC.

By: 

President

Ron Rose

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]

Attorney for Contractor