

**HARDEE COUNTY  
ECONOMIC DEVELOPMENT AUTHORITY**

**GRANT AWARD AGREEMENT**

**THIS AGREEMENT**, made and entered into this 01<sup>st</sup> day of March, 2016, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Industrial Development Authority, hereinafter referred to as the "Business," located at 107 East Main Street, Wauchula, Florida 33873.

The EDA, pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure/Job Creation Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the Business has met all of the requirements necessary for participation in the EDA grant Program, and

The EDA desires to distribute funds to the business for projects that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of \$750,000.00; and

The application and infrastructure program guidelines attached hereto as Exhibit "A", is hereby incorporated into this agreement and the representations made by the Industrial Development Authority therein are incorporated as if full set forth herein; and

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the Business agree as follows:

**HARDEE COUNTY  
ECONOMIC DEVELOPMENT AUTHORITY  
C/O COUNTY MANAGER'S OFFICE  
412 W. ORANGE ST., ROOM 103  
863-773-9430 PHONE; 863-773-0958 FAX**

**INDUSTRIAL DEVELOPMENT AUTHORITY  
107 EAST MAIN STREET  
WAUCHULA, FL 33873  
863-773-3030 PHONE; 863-773-4915 FAX**

**1.0 PARTIES:** The parties and their respective addresses for purposes of this Agreement are as follows:

**2.0 ADMINISTRATOR:** The EDA Agreement administrator is Lexton H. Albritton, Jr., County Manager. The Business Agreement administrator is William R. Lambert, Jr., Economic Development Director. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request or other communication shall be effective only if in writing and when it is received by the Agreement manager at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Manager shall be delivered in writing to the other Party and said notification shall be attached to originals of this Agreement.

**3.0 TERM OF AGREEMENT:** The term of this Agreement shall commence upon full execution of this agreement, and continue for a two year period; unless terminated earlier as hereinafter provided prior to that time.

**4.0 BUSINESS DESCRIPTION:**

(a) The Business is or will be an operating unit of Industrial Development Authority, FEIN. #90-0586572.

**5.0 PROJECT DESCRIPTION:** See Exhibit "B".

**5.1 CHANGE ORDERS:** In the event the project description or scope of project is modified, the modification shall be evidenced by written change order PRIOR to any work being performed pursuant to the proposed modification. If the proposed modification is deemed immaterial by the Administrator, the Administrator shall have the authority to execute the written change order on behalf of the EDA. If the modification is deemed material by the Administrator, he shall submit the same to the

EDA for approval PRIOR to any work being performed pursuant to the proposed modification. For purposes of this subsection, any proposed modification which will result in an increase in the award requested is hereby deemed material.

**6.0 NOTICES:** All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or, overnight express mail delivery.

Facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**7.0 OBLIGATIONS OF THE BUSINESS:** The Business agrees to:

(a) administer funds in accordance with elements of the approved project description, a copy of which is attached hereto and incorporated herein as Exhibit "B".

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA.

(c) upon request by the EDA, and within a reasonable time period, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices.

(d) retain records for at least five (5) years following the end of this Agreement, or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.

(e) upon request by the EDA, and within a reasonable time period, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement.

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C". The retention requirement is waived for governmental entities.

**8.0 OBLIGATIONS OF THE EDA:**

(a) provide a format for all required reports, and assist the business in completing reports satisfactory to the EDA.

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan.

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided.

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

**9.0 TERMINATION OF THIS AGREEMENT:** The Agreement may be terminated by EDA upon failure of the Business to comply with any material term or condition of this Agreement or a decision by the Business either not to proceed with the project defined in Section 5.0 or to proceed with that project in a location outside of Hardee County, Florida.

**10.0 PENALTY:** Any Business that fraudulently procures or receives funds under this program is liable for repayment.

**11.0 LEGAL REQUIREMENTS:** This agreement is executed and entered into in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its

obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

**12.0 NON DISCRIMINATION:** The Business will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The Business shall insert a similar provision in all subcontracts for services by this Agreement.

**13.0 ATTORNEY FEES:** In any litigation (even through appellate level) or proceeding to enforce or interpret any term or provision of this agreement, or if EDA must hire counsel to protect its interest in bankruptcy proceeding filed by business, the prevailing party shall be entitled to an award of its reasonable attorneys' fees from the non-prevailing party.

**14.0. RESTRICTION AGAINST ASSIGNMENT:** No part of this Agreement shall be assigned, subcontracted or delegated by either Party to a third party without the prior written consent of the other Party.

**15.0 ENFORCEABILITY:** If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

**16.0 WAIVER:** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**17.0 COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

**18.0 MODIFICATION:** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the Business and the authorized agent of EDA.

**19.0 ENTIRE AGREEMENT:** This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

**20.0 DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

**HARDEE COUNTY  
ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE                      Date**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE                      Date**

**TITLE:**  
\_\_\_\_\_

**TITLE:**  
\_\_\_\_\_

**WITNESSES:**  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT B**

### **Project Description**

The most fundamental of infrastructure for economic development is transportation. Once a transportation corridor is established it is logical and prudent for the construction of additional development supporting infrastructure such as water, sewer, telecommunications, and other such ancillary and fundamental amenities to economic development.

Hardee County has one major multi-lane thoroughfare, US Hwy. 17 that generally bisects through the geographical and population centers of the County. Much of this "corridor" lacks needed infrastructure thus impeding commercial, residential and industrial growth. The Industrial Development Authority in conjunction with Hardee County and its three municipalities have initiated infrastructure resource planning and anticipate expansion of water and sewer to serve this "corridor".

It is expected additional lateral "east/west" expansion of utilities served by these four entities will be identified with future planning functions and natural "outward" growth of the existing developable service areas. In order to accommodate such needed planning and expansion the IDA, in conjunction with the BOCC and appropriate "sister" municipal entities will be seeking sequential funding over the next several years to ensure accomplishment of the aforementioned task.

The first application was made in 2012 and an award of \$500,000.00 was awarded for the first phase of the project. The second phase was awarded in 2014 which provided funding for will require an additional \$600,000.00. The first and second phase will be completed back to back and therefore funding is requested at this time for the second phase. Kilebrew is conducting the utility construction services for this project, which include the Wauchula service area and has already begun first phase requirements.

This request is for the South portion of infrastructure. It will require a lift station install to serve future development along Will Duke road between the north and south bound 17, and then run force main north, along north bound 17 with tie back into gravity sewer at Carlton Street. The Industrial Development Authority will cover all expenses until time of reimbursement.

## **EXHIBIT C**

### **Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program**

#### **Financial Reporting Procedures for Quarterly Reports and Reimbursement**

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The Business shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.



## Reimbursement Request Package

### Recipient Details

1. Grant/Recipient \_\_\_\_\_
2. Project Number \_\_\_\_\_ Date of Request \_\_\_\_\_
3. Disbursement Request Number \_\_\_\_\_
4. Type of Request:    Partial \_\_\_\_\_    Final \_\_\_\_\_
5. Federal Employer Identification Number \_\_\_\_\_
6. Send Remittance to:

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### Reimbursement Details

(Cumulative amounts)

- |  |          |
|--|----------|
| 1. Architectural and Engineering (attach invoices)             | \$ _____ |
| 2. Permitting (attach invoices)                                | \$ _____ |
| 3. Construction and/or Demolition (attach invoices)            | \$ _____ |
| 5. Other (list - must be specified in agreement)               | \$ _____ |
| 6. Total Cumulative to Date                                    | \$ _____ |
| 7. Less Retainage (10%) (not required for government entities) | \$ _____ |
| 8. Less Previous Disbursements                                 | \$ _____ |
| 9. Amount requested for disbursement (line 6 minus line 7 & 8) | \$ _____ |

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: \*\***

**Hardee County Economic Development Authority  
C/O County Manager's Office  
412 W. Orange St., Room 103  
Wauchula, FL 33873  
863-773-9430 Phone; 863-773-0958 Fax**

**Business Agreement Administrator  
Certification of Reimbursement Request**

I, \_\_\_\_\_  
(name of Grantee's Business Agreement Administrator designated in the Agreement)

on behalf of \_\_\_\_\_, do hereby certify that:  
(name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

\_\_\_\_\_  
(Signature of Business Agreement Administrator)

\_\_\_\_\_  
(Date)

