

**HARDEE COUNTY  
ECONOMIC DEVELOPMENT AUTHORITY**

**GRANT AWARD AGREEMENT**

**THIS AGREEMENT**, made and entered into this 22 day of March, 2016, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Economic Development Office, 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 \$150,000.00; and

The application and infrastructure program guidelines attached hereto as Exhibit "A", is hereby incorporated into this agreement and the representations made by the Economic Development Office 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**

**HARDEE COUNTY ECONOMIC DEVELOPMENT OFFICE  
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 Economic Development Office Authority, FEIN. #65-0704795.

**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 ECONOMIC  
DEVELOPMENT OFFICE**

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

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

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

**HARDEE COUNTY  
ECONOMIC DEVELOPMENT AUTHORITY**

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

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

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

## **EXHIBIT B**

### **Project Description**

**Hardee County has seen a change in its' economic profile over the last several years. The County can no longer rely 100% upon our agricultural roots in order to maintain a viable living. While agriculture is still strong, and very much a presence within our community, it is evident through visioning processes and political debate of an interest and desire to diversify. With this change has come the need for additional industry, jobs and better, higher wage, higher skill employment.**

**Economic Development has become a major focus in the community. Community Visioning plans, EDA grants, Mosaic Development grants, all have the objective of bringing new business and new opportunity into the community. The Economic Development Office has played the role of host and negotiator to outside business since 1996. Over the past 16 years the Economic Development Office has evolved into the leading role promoting economic development for the County.**

**The EDC Office at this time is a private 501 (c)(3) who receives all funding from the BOCC general revenue fund. Its' "sister" agency, the Hardee County Industrial Development Authority is a Dependent non -component Special District Statutorily authorized Authority. These funds will be used to supplement the operations and objectives of both organizations through the nonprofit.**

**As with most other Counties around the country, budgets are thin. The Hardee County EDC would like to take the burden away from the BOCC and allow them to place the funding it currently provides the EDC back into its' coffers. Independent self funding will alleviate financial burden on the County.**

**However, Economic Development is still a very important function and cannot be allowed to diminish. The EDC would like to seek \$150,000.00 in funding from the EDA for operational purposes to ensure the stability of the organization, its' participating roles on behalf of the County including Florida's Heartland Rural Economic Development Initiative, Florida Chamber of Commerce Initiatives, Hardee County Chamber Commerce Initiatives, roles and duties as the lead representative of the County with Enterprise Florida, the Central Florida Regional Planning Council, Florida Economic Development Council and CareerSource Heartland. It primary mission will always be to create jobs for the citizens of Hardee County and accomplishment of this task will continue to be pursued with the Hardee County Chamber of Commerce and the Industrial Development Authority.**

## **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 <u>invoices</u> )    | \$ _____        |
| 5. Other (list - must be specified in agreement)               | \$ _____        |
| <br>   |                 |
| 6. Total Cumulative to Date                                    | \$ _____        |
| 7. Less Retainage (10%) (not required for government entities) | \$ _____        |
| 8. Less Previous Disbursements                                 | <b>\$</b> _____ |
| 9. Amount requested for disbursement (line 6 minus line 7 & 8) | <b>\$</b> _____ |

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)

## PROJECT STATUS REPORT

Project NAME: \_\_\_\_\_ Project Number: \_\_\_\_\_

PROJECT ELEMENTS                      WORK ACCOMPLISHED                      % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered  
(Check Appropriate Period)

<input type="checkbox"/> _____	January through March	:	Due April	15 <sup>th</sup>
<input type="checkbox"/> _____	April through June	:	Due July	15 <sup>th</sup>
<input type="checkbox"/> _____	July through September	:	Due October	15 <sup>th</sup>
<input type="checkbox"/> _____	October through December	:	Due January	15 <sup>th</sup>

Business Agreement Administrator: \_\_\_\_\_  
Signature
Date