

**REIMBURSEMENT AGREEMENT FOR
NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM**

**FOSTERS CREEK HOMEOWNERS ASSOCIATION INC.
and
MANATEE COUNTY**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this 26th day of March, 2020 (“Effective Date”) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“County”) and Fosters Creek Homeowners Association, Inc., (“Applicant”) and located in Manatee County, Florida, whose address is PO Box 105302, Atlanta, Georgia 30348.

RECITALS

WHEREAS, Applicant is a non-profit organization established for the purpose of maintaining neighborhood safety, preserving historic landmarks, enhancing the beautification and neighborhood assets or creating community spaces for social events; and

WHEREAS, the County recognizes the important role that neighborhoods play in increasing the quality of life and further recognizes that many older neighborhoods in Manatee County are in need of improvements; and

WHEREAS, the County is a political subdivision empowered pursuant to Section 125.01, Florida Statutes, to reimburse the Applicant for neighborhood improvements; and

WHEREAS, pursuant to Resolution R-18-156 the County established and authorized the expenditure of County funds for the Neighborhood Enhancement Grant Program; and

WHEREAS, the Applicant has submitted to the County an application for the Neighborhood Enhancement Grant Program and the application was considered and awarded by the Board of County Commissioners; and

WHEREAS, it is in the best interest of the County and the Applicant, and serves a valid public purpose, for the County to enter into this Agreement to reimburse the Applicant for the improvement of the community as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Applicant’s Obligations.** The Applicant shall provide and furnish all services necessary for the execution of the proposed project or improvement (the “Project”), pursuant to the Scope of Work attached hereto as **Exhibit “A”** and incorporated herein by this reference, and subject to the following conditions:

- A. The Applicant shall be responsible for obtaining all necessary site plans, building permits, and design and construction approvals necessary for the execution of the Project in accordance with the Scope of Work. No substantial deviations from the Scope of Work shall be incorporated in the Project without the prior written consent of the County.
- B. The associated County fees for building permits, well construction permits, and/or site plans shall be waived for the Project.
- C. Applicant shall complete the Project in accordance with this Agreement. The time for completion of the Project shall not exceed one (1) year following the Effective Date of this Agreement.
 - a) The Applicant shall engage in a competitive process for any goods or services Applicant procures for the Project. A minimum of three (3) quotes or bids shall be made for all materials, supplies, products, or services needed for completion of the Project.
 - b) The Applicant shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Applicant shall promptly supply to the County detailed documentation of all costs as the costs are incurred, including documentation reasonably deemed necessary by the County, upon written request by the County.
 - c) Upon completion of the Project, the Applicant shall draft a Final Report. The Final Report shall include details of the Project, visual documentation of the Project (photographs, digital image, or video), and a brief description of how the Project brought the neighborhood together. Applicant shall submit the Final Report to the County prior to receiving reimbursement.
 - d) If the total grant reimbursement as identified in **Exhibit “B”** (“Grant Reimbursement”) is greater than one thousand dollars (\$1,000.00), Applicant shall match equal to or exceeding the reimbursement amount identified in **Exhibit “B.”** Matching may be in the form of donated services, donated materials, volunteer labor, cash, or landscape maintenance cost. Such calculations shall be made pursuant to the policies and procedures of the Neighborhood Grant Program attached hereto as **Exhibit “C.”**

2. **County Reimbursement.** The County shall reimburse the Applicant according to **Exhibit “B”** and subject to the following conditions:

- A. The Applicant shall be entitled to reimbursement at the time that such costs are paid by the Applicant and a Final Report is submitted to the County.

- B. To initiate a reimbursement request, the Applicant shall submit to the Director of the Neighborhood Services Department (the “County Representative”) an invoice for all payments made by the Applicant for which it is seeking reimbursement. Such invoices shall (i) identify all costs funded by the Applicant for which reimbursement is requested, including copies of approved change orders if applicable; (ii) include pay requests, canceled checks, wire transfer instructions or other verification reasonably necessary to identify all costs funded by Applicant; (iii) include the percentage of completion of the Project performed to date; and (iv) include proof of payment.
- C. The total amount to be reimbursed to the Applicant shall not exceed ten thousand dollars (\$10,000).
- D. The County shall not reimburse the Applicant for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

3. Public Records. The Applicant Shall:

- A. Keep and maintain public records required by the County to perform the Activities.
- B. Upon request from the County’s custodian of public records, provide the 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.
- C. 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 the Agreement if the Applicant does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Applicant or keep and maintain public records required by the County to perform the service. If the Applicant transfers all public records to the County upon completion of the Agreement, the Applicant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Applicant keeps and maintains public records upon completion of the Agreement, the Applicant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

4. **No General Obligation.** The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County. The obligation of the County to reimburse the Applicant hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund the Improvement.
5. **County's Remedies.** Should the Applicant fail to promptly complete the Project within the time periods provided in Section 1(C) or any time extension approved in writing by the County, the County shall the right to deny reimbursement pursuant to this Agreement.
6. **Indemnity.** The Applicant shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Applicant, their consultants, contractors, officers, agents, volunteers or employees, in the performance of this Agreement. Neither Applicant, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of County's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.
7. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.
8. **Severability; Partial Invalidity.** The terms and provisions of this Agreement are declared by the parties to be severable. Should any section, sentence or clause of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
9. **Integration.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is

further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Designation of Representatives; Notices. Every notice, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Applicant or County, signed by their recognized representatives respectively and addressed as provided below until either party provides written notice of a different representative or address. Notwithstanding any other notice requirement, any notice of default, or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to County: Manatee County Government
 Neighborhood Services Department
 1112 Manatee Avenue West
 Bradenton, Florida 34205
 ATTN: Director

If to Applicant: Fosters Creek Homeowners Association, Inc.
 PO Box 105302
 Atlanta, Georgia 30348

11. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Applicant; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

12. No Assignment. The Applicant shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion.

13. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

14. Force Majeure. No party shall be liable for any failure to perform, or delay in the

performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named storm, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

15. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

16. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

17. Modifications and Amendments; Waivers.

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Applicant.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

[Signatures on Next Page]

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

**FOSTERS CREEK HOMEOWNERS
ASSOCIATION INC.**

By: 

Print Name: Ross Russo

Its: President

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: _____
County Administrator

EXHIBIT “A”

[Scope of Work]

Fosters Creek Homeowners Association, Inc. – Stormwater Improvements

This project will provide environmental improvements which will enhance the storm water quality of existing storm drainage system to improve the control of stagnate water which currently prevents pond maintenance and is a breeding ground for mosquitoes and water snakes. The proposed project will beautify the property and enhance the natural habitat.

EXHIBIT "B"

[Grant Reimbursement]

PROJECT COST, NEIGHBORHOOD MATCH, & COUNTY MATCH

<i>PROJECT COST</i>	
Materials/Supplies/Services	\$24,224
<i>NEIGHBORHOOD MATCH</i>	
Sweat Equity	\$2,746.44
In-Kind Donations	\$
Cash	\$14,224
<i>TOTAL PROJECT COST</i>	<i>\$26,970.44</i>
<i>COUNTY MATCH</i> <i>(half of project cost total, not to exceed \$10,000)</i>	\$10,000