GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into this ___day of _____2026, by and between LEVY COUNTY, a political subdivision of the State of Florida, 310 School Street, Suite 112, Bronson, Florida 32621 (hereinafter "County"), and _____ (hereinafter “Grantee").

WITNESSETH:

WHEREAS, Grantee made an application to County for an economic development fund (herein “EDF”) grant through County's EDF incentive program set forth in Chapter 86, Article II, Division 3, of the Levy County Code, based on Grantee's planned expansion of its existing business; and

WHEREAS, on _____, 2026, the County approved Grantee's application of an EDF grant; and

WHEREAS, Grantee will build new facilities at 2351 North Young Boulevard, Chiefland (Northeast corner of NW 120th St and Highway 98), constructing facilities on the premises so that it consists of approximately 55,000 square feet of usable area, plus outparcels, at a cost of at least Twenty Million US Dollars ($20,000,000.00) as provided in its application for an EDF grant, by December 31, 2029; and

WHEREAS, since the amount of an EDF grant is calculated based on factors set forth in Chapter 86, Article II, Division 3 of the Levy County Code, including changes in the amount of ad valorem taxes paid for the real property that is the subject of the EDF grant application over a period of time, and such changes in the amount of ad valorem taxes were only determinable after payment of the taxes for fiscal year 2024-2025, the time is now appropriate to enter into this Grant Agreement for distribution of the EDF grant funds and imposition of requirements on Grantee for such distribution;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions, and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Grant Agreement.

2. Purpose. The purpose of this Grant Agreement is to provide for award of an EDF grant to Grantee pursuant to Chapter 86, Article II, Division 3, Levy County Code, as a result of Grantee's application for such grant arising from Grantee's development of new facilities, and for the parties' rights and obligations pursuant to such award.

3. Obligations of Grantee.:

3.1 Job Creation. As provided in Grantee's application to County for an EDF grant, Grantee, through tenants on the Premises, shall employ, on the Premises, at least 120 new FTEs, of which 100 of those FTE must have an average annual salary of at least $46,696.00 (which represents more than 100% of the Levy County average wage at the date of execution). These employees shall be hired no later than December 31, 2029. For purposes of this Grant Agreement, qualifying employment by tenants on the Premises shall count toward Grantee's employment requirements. Qualifying employment on outparcels within the Premises shall continue to count following a sale of such outparcels, provided the applicable employment and wage requirements and reporting requirements are satisfied.

3.2 Job Retention. Grantee, directly or through tenants on the Premises, shall maintain, on the Premises, an average of at least 120 FTEs at an average annual salary of at least $46,696.00 (which requirement must be met and shall be calculated as of each anniversary of December 31, 2029, for a period of ten (10) years. In the event Grantee does not retain full-time positions as required, Grantee will be subject to the default provisions contained in Section 6 hereof.

3.3 Reports.

a. Grantee shall provide an initial certification of compliance with the job creation requirement within thirty (30) days after December 31, 2029. Thereafter, Grantee shall provide ten (10) annual reports documenting compliance with the employment and wage retention requirements for the measurement dates of December 31, 2030 through December 31, 2039, each due within thirty (30) days after the applicable measurement date. The annual reports shall also indicate Grantee's compliance with the other terms of this Grant Agreement. County shall accept certifications from Grantee's tenants confirming their qualifying FTE employment and average annual wages. Any reasonably required confidential supporting information may be submitted directly by the applicable tenant to County, and Grantee shall not be required to obtain or retain employee names, Social Security numbers, or individual payroll records. County and Grantee shall agree upon a reporting form reasonably acceptable to the applicable tenants. Grantee shall provide reasonable additional information requested by County to verify compliance, subject to the foregoing tenant certification and direct-submission provisions. The final annual report shall be due within thirty (30) days after December 31, 2039, and this reporting obligation shall survive expiration of this Grant Agreement.

3.4 Compliance with Laws. Grantee shall comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations in the performance of its obligations under this Grant Agreement.

3.5 Public Records Act.

a. Grantee acknowledges and agrees that the County is subject to Chapter 119, Florida Statutes (the “Public Records Act”).

b. The County acknowledges and agrees that Grantee has advised it that the State Employment Reports contain the following matters that Grantee (its tenants) considers confidential and trade secrets (collectively, the “Confidential Information”)

that, if disclosed, could provide its competitors with an unfair advantage: compensation paid to employees identified by name or position; names and Social Security Numbers of employees; and Tax Identification Number of Grantee (its applicable tenants).

c. The County believes that under the Public Records Act and concerning the State Employment Report:

i. Under Section 443.1715, Florida Statutes, information revealing the identity of Grantee (its tenants) or any employee of Grantee (its tenants) obtained under the administration of Chapter 443, Florida Statutes, is confidential and exempt from the Public Records Act, and that the State Employment Report is obtained from Grantee (its tenants) under the administration of Chapter 443.

ii. To the extent that the State Employment Report contains trade secrets, it is exempt under Sections 288.075, 815.04, and 815.045, Florida Statutes.

iii. Other provisions of Florida law (including, without limitation, Section 213.053, Florida Statutes, may exempt the State Employment Report from the Public Records Act.

d. If the County receives a request under the Public Records Act for a State Employment Report it shall:

i. Initially advise the person requesting the document that the County believes the document is exempt under the Public Records Act.

ii. Promptly advise Grantee (its tenants) of the request and any further communications from the person requesting for the document, so that Grantee (its tenants) may, consistent with the County's obligations under the Public Records Act, file an action for declaratory or injunctive relief concerning the application of the Public Records Act to the document or precluding the release of the document.

4. Obligations of the County. Subject to annual appropriation and Grantee's full compliance with all conditions precedented herein, County shall provide Grantee a one-time grant payment of Five Hundred Seventy-seven Thousand Five Hundred and Eleven US Dollars ($577,511.00). Such payment will only be made after Grantee has submitted verification of its construction costs and expenses incurred in the development of the facilities on the property, and after Grantee has submitted verification of its creation of 120 full-time jobs as proposed in the EDF application, all of which verification provided must be acceptable to County which acceptance shall not be unreasonably withheld.

4.1 Payment Process. County shall process payment within thirty (30) calendar days following County's written determination that all required documentation has been received and approved.

4.2 Sufficient Appropriation. Grantee acknowledges that funding is contingent upon sufficient appropriation of funds during the pertinent fiscal year.

The County's obligations to make payments under this Agreement are subject to applicable law, the availability of lawfully appropriated funds, and the express payment conditions set forth in this Agreement. Nothing in this Agreement shall be construed to require the Board of County Commissioners to adopt or amend any future budget, make any future appropriation, levy any tax, incur any indebtedness, or expend funds except as authorized by applicable law.

5. Term/Termination. Grantee may terminate this Grant Agreement for any or no reason Upon such termination, no Party shall have any remaining obligations hereunder. The effective date of this Grant Agreement is the date of execution by the party that executes this Grant Agreement last. The term of this Grant Agreement begins on the effective date and will continue until December 31, 2039. Grantee's obligations for indemnification and completion of the final annual report will survive the termination of this Grant Agreement.

6. Default. In the event Grantee fails to comply with any of the provisions of this Grant Agreement, or with any of the provisions or requirements of Chapter 86, Article II, Division 3, Levy County Code, or with any other representation made to County during the EDF grant application process, at County's option, Grantee will be in default under this Grant Agreement. Upon a determination of Grantee's default made by County, and upon thirty (30) days' written notice and opportunity to cure to Grantee, County may withhold any unpaid grant funds or terminate this Grant Agreement. Notwithstanding anything to the contrary in this Grant Agreement, including Exhibit A, County shall have no right to revoke, recover, recapture, or require repayment of grant funds already paid to Grantee as a result of any default, and shall not recover the equivalent of such funds through damages, indemnification, setoff, interest, costs, or attorney's fees. This limitation shall survive termination or expiration of this Grant Agreement. In the event of litigation in connection with this Grant Agreement, the prevailing party shall be entitled to reimbursement from the other for all costs and expenses incurred in connection therewith, including reasonable attorney's fees at trial, on appeal or in bankruptcy. In the event that any event of default is not one that can reasonably be cured within such thirty (30) day period, Grantee shall be deemed to have cured so long as it institutes processes, agreed to by the County, to cure during such period and uses commercially reasonable efforts to pursue a cure to completion.

7. Notices. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by hand delivery or by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to County: County Manager
310 School Street, Suite 312
Bronson, FL 32621

If to Grantee: _____
_____
_____

8. Indemnification. Grantee shall defend, indemnify and hold harmless County and all of County's officers, agents, employees, and volunteers from and against all material claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the gross negligence (whether active or passive), misconduct, or other intentional fault, in whole or in part (whether joint concurrent, or contributing), of Grantee, its officers, agents, employees, subcontractors, or volunteers in performance or non-performance of its obligations under this Grant Agreement. Grantee recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Grant Agreement. Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes, except with regard to County's payment obligations set forth in Section 4.

9. Modification of Grant Agreement. No modifications, amendments, or alterations 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. Waivers. One or more waivers by either party of any breach of any provision, term, condition or covenant will only be valid if set forth in writing executed by a duly authorized representative of the waiving party and will not be construed as a waiver of a subsequent breach by the other party.

11. Florida Law. This Grant Agreement will be governed by and construed in accordance with Florida Law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Grant Agreement, the venue for such litigation will be in Levy County, Florida.

12. Subject to prior approval by a majority vote of the Levy County Commission, Grantee may assign its rights under this Agreement to a third party. In the event of such an assignment, the third party assignee shall be subject to all obligations of Grantee that remain under the terms of this Agreement at the time of the vote by the Levy County Commission to approve the assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the dates set forth below their signatures.

Board of County Commissioners

Levy County, Florida

_____

Tim Hodge, Chair Date

Grantee

Name

Title

_____

Signature Date

ATTEST: Matt Brooks, Clerk of Circuit Court and Ex officio Clerk to the Board of County Commissioners

Matt Brooks, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

County Attorney

Grantee

By: _____

Title: _____

Date: _____

EXHIBIT A

Proration and Calculation. Amounts to be paid by Applicant Grantee shall be prorated Notwithstanding the following calculations, no repayment or recovery of grant funds already paid shall be permitted under Section 6.

1. All proration under the following subparagraphs shall be rounded to nearest whole percent.

2. Any default by Grantee shall be reduced pro rata in the event that Grantee partially complies with such FTE requirements.

a. Such proration shall result in the determination of a percentage (the "Default Percentage") to be multiplied by the amount of the Grant paid by County to determine the repayment under Section 6.

b. The Default Percentage under Section 6 shall be 100% minus the number of qualifying FTEs Grantee maintains divided by 120 FTE's (100% - Z/X). Such Default Percentage shall be calculated for each applicable year of a default hereunder and result from the above calculation therefore divided by ten (10).