

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and the City of Wauchula, hereinafter referred to as the "CITY," located at 126 South 7th Ave., Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure 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 proposed City infrastructure project, Heard Bridge Road Watermain Loop Project, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit "A" and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit "B;" and

The EDA desires to distribute funds to the City for the Heard Bridge Road Watermain Loop Project that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of \$1,000,000 as provided for in Exhibit "A;" and

The Heard Bridge Road Watermain Loop Project, EDA Infrastructure Project Grant Application (Exhibit "A"), and EDA Infrastructure Grant Program Guidelines (Exhibit "B"), is

hereby incorporated into this agreement and the representations made at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

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

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

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

CITY OF WAUCHULA
126 SOUTH 7TH AVE.
WAUCHULA, FL 33873
P: 863-773-3131
E: OMINSHEW@CITYOFWAUCHULA.COM

2.0 ADMINISTRATOR: The EDA Agreement administrator is Terry Atchley, County Manager. The City Agreement administrator is Olivia Minshew, City Manager. 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 Administrator 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 Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 CITY DESCRIPTION:

(a) The City is an operating unit of City of Wauchula, FEIN 59-6000446.

5.0 PROJECT DESCRIPTION: Heard Bridge Road Watermain Loop Project

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. 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 CITY: The City agrees to:

- (a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";
- (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, 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, 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".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

- (a) provide a format for all required reports and assist the City 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:

(a) The Agreement may be terminated by EDA upon failure of the City to comply with any material term or condition of this Agreement or a decision by the City either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the City with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the City liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered 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 City 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 City shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. 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.

14.0 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.

15.0 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.

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

17.0 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 City and the authorized agent of EDA.

18.0 INDEMNIFICATION: The City shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from City's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the City and third parties made pursuant to this Agreement. City shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from City performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

- (a) The City shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.
- (b) The City shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The City shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the City shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 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.

21.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

CITY OF WAUCHULA

AUTHORIZED SIGNATURE

Date

AUTHORIZED SIGNATURE

Date

TITLE: _____

TITLE: _____

WITNESSES:

WITNESSES:

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

- I. PURPOSE
- II. DEFINITIONS
- III. GENERAL REQUIREMENTS
- IV. APPLICATION REQUIREMENTS & PROCESSING
- V. EVALUATION CRITERIA
- VI. GRANT ADMINISTRATION
- VII. COMPLIANCE RESPONSIBILITIES

I. **PURPOSE.** The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. **DEFINITIONS.** The terms used in this part are defined as follows:

- 1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.
- 2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.
- 3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.
- 4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.
6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.
7. "CAPITAL IMPROVEMENT PLAN" means that portion of an applicant's adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.
8. "CLERK" means the clerk of the court serving in the capacity of chief financial officer of the county.
9. "COMMISSION" means the Board of County Commissioners of Hardee County.
10. "COUNTY" means Hardee County.
11. "DEVELOPMENT" means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.
12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.
13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.
14. "FACILITY" means a component of a capital improvement project.
15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.
16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.
17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.
18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.
19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.
21. "INFRASTRUCTURE" means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.
22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.
23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.
24. "LOCAL GOVERNMENTAL ENTITY" means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.
25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.
26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.
27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.
28. "PRIORITY LIST" means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the "Criteria for the Purpose of Ranking Projects" summary included in the application packet.
29. "PROGRAM" means the EDA grant-in-aid program.
30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.
31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. "PROJECT COMPLETION" means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.
33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.
34. "PROJECT COST" means the total of an EDA grant award and required match.
35. "PROJECT ELEMENT" means an identified facility within a project.
36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.
37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.
38. "REAL PROPERTY" means land and improvements attached or affixed to the land.
39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.
40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.
41. "STAFF" means BCC staff as designated by the County Manager.
42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.
43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.
44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. **GENERAL REQUIREMENTS.** The following constitutes the general procedures for the program:

(1) **EDA APPLICATION CATEGORIES.** Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development “activity”. Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of “performance-based mortgage instrument”.
2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.
3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.
4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) **DISTRIBUTION OF PROGRAM FUNDS.** EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) **APPLICATION SUBMISSION PERIOD.** The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) **GRANT AWARD.** The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) **PROGRAM AMOUNT ALLOCATION.** For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) **RECOMMENDED APPLICATION PRIORITY LIST.** The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint

Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) **GRANT AWARD AGREEMENT.** After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) **PAYMENT BASIS.** Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) **Project Costs.** Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation:	Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority:	211.3101(3)(b)3 FS
Adopted by Board:	May 02, 2006
Amended:	March 25, 2008 December 21, 2010

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 County 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 the 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: _____

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) | \$ _____ |
| | |
| 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) | <u>\$ _____</u> |

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., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

**County Agreement Administrator
Certification of Reimbursement Request**

I, _____ ,
(Name of Grantee's County 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 on 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 County Agreement Administrator)

(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

<u>PROJECT ELEMENTS</u>	<u>WORK ACCOMPLISHED</u>	<u>% COMPLETED</u>
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PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April	15 th
_____	April through June	:	Due July	15 th
_____	July through September	:	Due October	15 th
_____	October through December	:	Due January	15 th

County Agreement Administrator: _____
Signature Date