

AMENDMENT TWO
to
**REIMBURSEMENT AGREEMENT FOR
CAPITAL IMPROVEMENTS**

REALIZE BRADENTON – Art Walk
MANATEE COUNTY

THIS SECOND REIMBURSEMENT AGREEMENT AMENDMENT (“Amendment”), is made and entered into as of this 24th day of July 2018, by and between Realize Bradenton, Inc. a Florida non-profit corporation and Manatee County, a political subdivision of the State of Florida (“County”).

W I T N E S S E T H

WHEREAS, the County levies and collects a tourist development tax pursuant to Section 125.0104, *Florida Statutes* (the “Act”), and has adopted a tourist development plan that authorizes the use of proceeds of the tourist development tax for, among other things, a reimbursement to Realize Bradenton to fund the costs of creating a 3-mile destination experience for visitors in the downtown Bradenton Area, (the “Project”); and

WHEREAS, the County and Realize Bradenton entered into Reimbursement Agreement, dated as of December 1, 2015 (the “Agreement”), to implement the use of tourist development tax proceeds for the purpose of funding the Project, subject to Realize Bradenton providing matching funds in an amount equal to such funding, as authorized in the County’s tourist development plan; and

WHEREAS, the County and Realize Bradenton entered into an Amendment to the Agreement, dated as of September 26, 2017 (“First Amendment”), to authorize a one-time reimbursement to Realize Bradenton and to extend the duration and term of the Agreement; and

WHEREAS, due to unforeseen circumstances Realize Bradenton has encountered a delay in the completion of the Project; and

WHEREAS, due to the delay of the Project, the County and Realize Bradenton wish to enter into this Second Amendment to the Agreement, to authorize the extension of time for reimbursement under the First Amendment, to authorize an additional one-time reimbursement, and to update Exhibit A of the Agreement.

NOW, THEREFORE, the County and Realize Bradenton, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. AMENDMENT OF AGREEMENT. The Agreement is hereby amended as follows:

A. Amendment of Section 2. Reimbursement.

The opening paragraph of Section 2 of the Agreement is hereby amended to read as follows:

The County shall reimburse Realize Bradenton for Reimbursable Costs, in an aggregate amount not to exceed one hundred eighty-two thousand sixty-five dollars (\$182,065). Such Reimbursable Costs consists of the thirty-two thousand sixty-five dollars (\$32,065) which remains reimbursable under the First Amendment and subject to Realize Bradenton providing matching funds in an amount equal to such funding and a one-time reimbursement to Realize Bradenton of one-hundred and fifty thousand dollars (\$150,000) not subject to matching fund requirement to fund additional costs of the Project, subject to the following provisions.

B. Amendment of Section 4. Duration and Termination.

Section 4 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall terminate September 30, 2019. Upon termination, Realize Bradenton shall provide a final invoice to the County, and the County shall make a final reimbursement then due to Realize Bradenton for all Reimbursable Costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The payment obligation shall survive termination of this Agreement

C. Replacement of Exhibit "A". Exhibit "A" to the Agreement is hereby replaced with Exhibit "A" attached hereto and incorporated herein by reference.

2. ALL OTHER PROVISIONS UNAFFECTED. All provisions of the Agreement not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

3. VALIDITY. The County and Realize Bradenton each represents and warrants to the other its respective authority to enter into this Amendment.

4. SEVERABILITY. The provisions of this Amendment are declared by the parties hereto to be severable. In the event any term or provision of this Amendment shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Amendment; provided, however, if any term or provision of this Amendment is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

5. EFFECTIVE DATE. This Amendment shall take effect as of the date set forth above.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Ed Hunzeker, County Administrator

**REALIZE BRADENTON, a Florida non-
profit corporation**

By: _____
Johnette Isham, Executive Director

EXHIBIT "A"
Description of the Project

County to reimburse Realize Bradenton in an aggregate amount of up to \$182,065 terminating September 30, 2019, for Art Walk Bradenton Project in the urban core city limits (downtown Bradenton).

Overall Project: Create a cultural corridor of public art which will connect Riverwalk, Main Street, South Florida Museum, Manatee Performing Arts Center, Art Center Manatee and the Village of the Arts.

Reimbursement up to \$150,000 for permanent mounted art sculpture(s) that appeal to visitors to be installed at RiverWalk, including first initial payment of up to \$25,000 for the design of monument base and sculpture.

AND

Reimbursement up to \$32,065 for permanent two-dimensional public art piece that appeals to visitors to be placed in downtown Bradenton, subject to Realize Bradenton providing matching funds in an amount equal to such funding.