REIMBURSEMENT AGREEMENT FOR
LAKewood RANCH PARK STREET HOCKEY RINK

SCHROEDER-MANATEE RANCH
and
MANATEE COUNTY

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this _______ day of __________, 2018 by and between MANATEE COUNTY, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton Florida 34205 ("Manatee County" or "County") and SCHROEDER-MANATEE RANCH, INC. a Delaware corporation, whose address is 14400 Covenant Way, Lakewood Ranch, Florida 34202 ("SMR").

RECITALS

WHEREAS, the County is a political subdivision of the State of Florida empowered pursuant to Section 125.01, Florida Statutes, to provide the public with recreation facilities and programs; and

WHEREAS, the County entered into an Agreement with the Lightning Foundation, Inc., a Florida not-for-profit corporation having its principle place of business at 401 Channelside Drive, Tampa, FL 33602, for the installation of a street hockey rink located in Manatee County at Lakewood Ranch Park (the "Project"); and

WHEREAS, SMR is an owner of land surrounding Lakewood Ranch Park; and

WHEREAS, due to the benefit received by the residents of SMR’s lands from the County’s construction of the Project, SMR desires to reimburse the County for certain expenses relating to the design, preparation and construction of the Project; and

WHEREAS, SMR hereby agrees to participate in the reimbursement of the actual cost of the Project and acknowledges those funds are to be paid to the County in accordance with the terms of this Agreement; and

WHEREAS, SMR and the County have reviewed the cost estimate, attached hereto as Exhibit “A” and incorporated herein by reference (the “Reimbursable Cost Estimate and Scope of Work”), and enter into this Agreement with the understanding that the Reimbursable Costs Estimate is an accurate estimate of the actual costs of the Project as set forth herein; and

WHEREAS, it is in the best interest of the County and SMR, and serves a valid public purpose of the County and a valid corporate purpose of SMR, for SMR to enter into this
Agreement to reimburse the County for the construction of a street hockey rink in the manner 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. **County's Obligations.** The County shall provide and furnish all services necessary for the design and construction of the Project, pursuant to the scope of work as identified in Exhibit “A” and subject to the following conditions:

   A. The County shall design, engineer, permit and construct the Project in accordance with the scope of work. The County has retained ENVIROBUILD, LLC. whose address is 8402 Laurel Fair Circle Suite, # 204, Tampa, Florida 33610 (“Contractor”). Contractor shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Project.

   B. The County shall be responsible for obtaining all permits necessary for the completion of the Project.

   C. The County shall complete construction of the Project within a reasonable time following execution of this Agreement.

      a) During construction, the County 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 accounting principles, consistently applied, and the County shall promptly supply to SMR detailed documentation of all costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by SMR, upon written request by SMR.

      b) Upon completion of construction of the Project, the County shall provide to SMR the certification of completed construction and the as-built record drawings.

2. **SMR Reimbursement.** SMR shall reimburse the County for one-hundred (100%) percent of the actual costs of the design and construction of the Project (the "Reimbursable Costs"), subject to the following conditions:

   A. The County shall be entitled to reimbursement of the Reimbursable Costs at the time that all Reimbursable Costs are paid by the County to its selected construction contractor.

   B. SMR shall reimburse the County for Reimbursable Costs within ninety (90) days of receipt of a reimbursement request. Reimbursement shall be in the form of a one-time
payment to the County accounting for all Reimbursable Costs invoiced to SMR. To initiate a reimbursement request, the County shall submit to SMR’s Chief Financial Officer, Anthony Chiofalo, an invoice for all payments for Reimbursable Costs made by the County for which it is seeking reimbursement. Such invoices shall (i) identify all costs funded by the County for which reimbursement is requested; (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), wire transfer instructions, and any other verification reasonably necessary to identify all Reimbursable Costs funded by County.

C. SMR shall reimburse the County for Reimbursable Costs, in aggregate amount not to exceed eighty thousand dollars ($80,000.00).

D. SMR shall not reimburse the County for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

3. **Duration and Termination.** This Agreement shall remain in effect until final completion of the Project.

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 hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund the Project.

5. **Indemnity.** To the extent permitted by law, and, in the case of the County, subject to the limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, keep, and hold harmless the other, its officers, agents, and employees from and against all injuries, deaths, losses, damages, suits, actions, claims, demands, costs, expenses, penalties, fines, judgments, liabilities, including, but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, performance of or failure to perform the Project required by this Agreement or intentional wrongful conduct of the indemnifying party and its consultants, contractors, officers, agents, or employees in the performance of this Agreement.

6. **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.

7. **Severability; Partial Invalidity.** The terms and provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
8. **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.

9. **Designation of Representatives; Notices.** The parties hereby designate the persons set forth below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

- **If to County:**
  Manatee County Parks & Natural Resources Department
  5502 33rd Avenue Drive West
  Bradenton, Florida 34209
  ATTN: Charlie Hunsicker

- **If to SMR:**
  Schroeder-Manatee Ranch, Inc.
  14400 Covenant Way
  Lakewood Ranch, Florida 34202
  ATTN: Anthony Chiofalo

10. **No Assignment.** SMR 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.

11. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and no right, privilege, or cause for action shall accrue to by reason hereof, or for the benefit of any third party not a party hereto. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions
12. **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, 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.

13. **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.

14. **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.

15. **Authority to Execute.** Each of the parties hereto covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative.

16. **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 Manatee County and by SMR.

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.

SCHROEDER-MANATEE RANCH, INC.

By: ______________________
Print Name: ANTHONY CHOPA CO
Its: VIC E P R E S I D E N T

MANATEE COUNTY, a political subdivision of the State of Florida

By its Board of County Commissioners

By: ______________________
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: ______________________
Deputy Clerk
Date: 10/2/18

Project: Lakewood Ranch Hockey Rink Concrete Slab

Project #: LO1814

SCOPE:
Prepare and pour concrete slab on grade to allow for dasher board installation. Includes the following:

1. Clear vegetation (removal of spoils)
2. Earthwork (fill dirt and/or removal of soils)
3. Grading of slab area only
4. Density testing of soil
5. 3000psi concrete
6. 4" concrete slab with 12" thickened edge at perimeter
7. Slab dimensions 66’x125’

Qualifications:
- Excludes all grading/earthwork outside of slab area
- Excludes all landscape/irrigation
- Excludes all unforeseen condition
- Excludes permitting & permit fees
- Excludes all engineering (engineered drawings by others)
- Excludes removal/relocating existing structures, utilities, etc.

Cost: $78,970