



Approved in Open Session 2/23/21,
Manatee County
Board of County Commissioners

Board of County Commissioners February 23, 2021 – Regular Meeting

SUBJECT

APPROVAL OF A 2020-2021 NEIGHBORHOOD ENHANCEMENT GRANT FOR MOTE RANCH HOMEOWNERS ASSOCIATION; AUTHORIZATION FOR THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE AND EXECUTE REIMBURSEMENT AGREEMENTS

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Xavier Colon, Senior Neighborhood Services Specialist, Ext. 6929
Simone Peterson, Neighborhood Services Coordinator, Ext. 6818

Action Requested

Approval of the FY 2020-2021 Neighborhood Enhancement Grant for Mote Ranch Homeowners Association for a reimbursement total of up to but not exceeding \$10,000.

Authorization for the County Administrator, or designee, to approve and execute reimbursement agreements for these same projects funded through the FY 2020-2021 Neighborhood Enhancement Grant program.

Enabling/Regulating Authority

Resolution R-18-156, Neighborhood Enhancement Grant

Background Discussion

On September 21, 2020, as part of the County's overall budget, the Board of County Commissioners approved FY 2020-2021 funding for a Neighborhood Enhancement Grant (NEG) Program. On November 27, 2018, the Board adopted Resolution R-18-156 approving the creation and procedures for the Neighborhood Enhancement Grant Program.

The purpose of this grant program is to strengthen neighborhood associations and the communities which they serve. Applications must demonstrate community support and

involvement in both the application and implementation phases of proposed projects/programs. Manatee County's Neighborhood Enhancement Grant Program provides matching grants of up to \$10,000 to neighborhoods.

There is no deadline to apply. The grant is open for applications until the funding is depleted for the current fiscal year. Any remaining funds will be rolled over to the next fiscal year.

Up to \$10,000 will be reimbursed to the Mote Ranch Homeowners Association once they complete their invasive species removal project along Old Farm Road.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Other (if applicable)

Reviewing Attorney

Nicodemi

Instructions to Board Records

Please send final approved agenda item to Xavier Colon (xavier.colon@mymanatee.org) and Simone Peterson (simone.peterson@mymanatee.org). **Distributed 2/25/21, RT**

Cost and Funds Source Account Number and Name

107.0020608 Neighborhood Enhancement Grant

Amount and Frequency of Recurring Costs

\$10,000, one time

RESOLUTION R-18-156

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA REGARDING NEIGHBORHOOD ENHANCEMENT; APPROVING THE CREATION OF A NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM; AUTHORIZING THE EXPENDITURE OF COUNTY FUNDS FOR THE NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM; PROVIDING FOR REPORTING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act, codified in Chapter 163, Part II, Florida Statutes, empowers Manatee County to plan for the County's future development and growth; and

WHEREAS, Manatee 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 Board of County Commissioners finds that the Neighborhood Enhancement Grant Program serves a valid public purpose by increasing the quality of life of Manatee County citizens through improving neighborhoods and promoting community events; and

WHEREAS, it is in the best interest of the public health, safety and welfare of Manatee County to establish guidelines for the use and distribution of the Neighborhood Enhancement Grants as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

SECTION 1. PURPOSE AND REIMBURSEMENT OF FUNDS. The Board hereby establishes the following purpose and distribution of the Neighborhood Enhancement Grant.

- a. *Purpose.* It shall be the purpose of the Neighborhood Enhancement Grant Program ("Program") to strengthen neighborhood associations and serve the communities within Manatee County by promoting neighborhood pride, a sense of community, and enhancing and beautifying neighborhoods within Manatee County. Grants made pursuant to this Resolution shall be in compliance with the public purpose requirement of Article VII, Section 10 of the Florida Constitution and governed by the policies and procedures of the Program incorporated herein as Exhibit "A." This Program shall not be used, or construed to be used, to further private interests or private property interests.

- b. *Reimbursement of Funds.* Grant funds shall be disbursed on a reimbursement basis according to the terms and conditions of the Neighborhood Enhancement Grant Reimbursement Agreement incorporated hereto as Exhibit "B."

SECTION 2. APPROVAL OF EXPENDITURE. The Board hereby approves the expenditure of Manatee County funds for the Program. Any expenditure of this program for the purposes listed above must fall within the approved budgetary allotment for the fiscal year. The Director of the Neighborhood Services Department (the "Director") is hereby granted the authority to develop and maintain procedures outlining operational aspects to be followed for authorization and approval of expenditures. Any remaining funds not expended during the fiscal year shall be carried forward to the next fiscal year for disbursement.

SECTION 3. REPORTING PROCEDURES. The Director shall annually present a list to the Board of County Commissioners of all applications ranked in adherence with the Program policies and procedures. Upon consideration, the Board of County Commissioners shall then award or deny applications based on available funding and compliance with the Program criteria.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

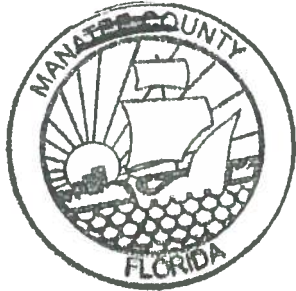
SECTION 5. CONFLICT. This Resolution (R-18-156) establishes and reinstates the Program. Any existing ordinance or resolution or portion thereof of the Board of County Commissioners which contains terms or provisions which are in direct conflict with and cannot be harmonized with the provisions of this Resolution shall, as to such terms or provisions, be deemed as superseded by this Resolution.

SECTION 6. APPLICABILITY. The general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON NEXT PAGE]

DULY ADOPTED with a quorum present and voting this 27th day of November, 2018.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: *Dinella Mae*
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin P. H. ac*
Deputy Clerk

Neighborhood Enhancement Grant

CHARACTER | LEADERSHIP | SAFETY | ENVIRONMENT | HEALTH

FACT SHEET

WHAT IS THE NEIGHBORHOOD ENHANCEMENT GRANT (NEG)?

The purpose of this grant program is to strengthen neighborhood associations and the communities which they serve. Applications must demonstrate community support and involvement in both the application and implementation phases of proposed projects/programs. Manatee County's Neighborhood Enhancement Grant Program provides matching grants of up to \$10,000 to neighborhoods. Grants are awarded on a rolling basis as long as funds last. Projects must be completed within 12 months of receiving funding.

Grants may be awarded for any one-time improvement project, activities or events with a clear public benefit.

Grant funds will be disbursed on a "reimbursement" (applicant/neighborhood will be reimbursed for eligible paid expenses) basis in accordance with the terms and procedures of the Manatee Clerk of Circuit Court.

WHO CAN APPLY?

Homeowners associations and other resident-based groups located in Manatee County. Any neighborhood group or association, crime watch groups, or non-profit group partnered with a neighborhood and working towards its enhancement located in Manatee County. Groups must be comprised of neighborhood residents and stakeholders, and the project or event must be held in the same neighborhood.

Groups are asked to register for Neighborhood Connections Magazine (www.mymanatee.org/ncm) and to create a contact for the Project Outreach Database (www.mymanatee.org/projectoutreach).

Groups that have applied in previous years are eligible to apply again, however priority is awarded to new projects.

For profit organizations and government agencies are ineligible to apply.

GRANT LEVELS

Level I: \$0 - \$1,000

- No community matching required

Level II: \$1,001 - \$10,000

- 1-for-1 matching required for funding above \$1,000
- Matching may be in raised dollars or in-kind contributions (sweat equity)

APPLICATION REQUIREMENTS & CHECKLIST

- Must have active, identifiable leadership recognized and elected by its members.
- All questions/worksheets must be thoroughly completed.
- All projects/programs must demonstrate the potential to benefit the neighborhood.
- Evidence of association consensus for the project must be provided.
- Must demonstrate broad-based community support for and participation in proposed project.
- Must perform project within the geographic area in which applying.
- Must demonstrate fiscal accountability and have

- an established process to manage grant funds.
- Must have the capacity to complete the proposed project within 12 months of funding approval.
- Only one application per association per fiscal year will be considered.
- No project/program expenses may be incurred until the signing of the letter of understanding and staff authorization of the expense.

ELIGIBLE PROJECTS

The following list is suggestive, not exhaustive, of projects that may fall within the spirit of the program. Projects must be neighborhood specific.

Character: “Placemaking” through the creation or enhancement of assets that are a source of pride and neighborhood identity. Examples include:

- Beautification (landscaping, art, clean-ups)
- History (landmark restoration or other celebrations of the neighborhood’s past)
- Appreciation programs (Yard of the Month, Neighborhood Hero)
- Free Little Library Book Exchange
- Social Events that bring neighbors together (block party, youth event, holiday party, etc.)
- Creation of community spaces/focal points.

Leadership: Training neighborhood leaders or teams, and developing skills, for neighborhood governance or action. Examples include:

- Communication (directory, website, newsletter)

- Workshops or conferences (tuition support, cost of instructional materials)
- Teambuilding experiences and exercises

Safety: Equipping the neighborhood with knowledge or tools to prevent, prepare for, confront or respond to incidences of crime, danger or disaster. Examples include:

- Educational programming on pedestrian and bicycle safety
- Community Emergency Response Team training & other disaster-preparedness exercises or resources
- Neighborhood Watch (Start-up funds to purchase vests, flash lights, etc.)

Environment: Protecting water & energy resources, and native plants & animals (Note: That only Florida-Friendly landscaping will be considered). Examples include:

- Improving water quality in our watersheds (ditches, canals, retention ponds)
- Removing invasive species (Brazilian Peppers, Air Potato, etc.)
- Habitat enhancement for native animals

Health: Increasing access to nutritious diets, physical or mental fitness opportunities, or health education

- Community gardens
- Trails, stretching stations, playgrounds, equipment storage, meditation gardens
- Presentations from health professionals



Same projects (annual events/activities/projects, etc.) are eligible to apply for funding each year (previously funded project must be successfully completed). However, new neighborhood projects will be given priority.

INELIGIBLE PROJECTS

The following is a sample list of projects/programs that would not be eligible for funding:

- Alcohol, tobacco or controlled substances.
- Beverages and food
- Capital items (individual items that would require tracking by County property control, excluding signage/surveillance camera equipment)
- Computer hardware/software and other electronic devices and related equipment
- Daily operating expenses and maintenance
- Duplication of an existing public or private program
- Expenditures or financial commitments made before the organization has signed the Letter of Understanding
- Fines, penalties and associated costs
- Food/drink for festivals/celebrations
- For profit service providers and government entities.
- Funding for organizations located outside of Manatee County
- Fundraising, investment management cost or employee salaries and other associated cost
- Gift cards/gifts
- Home improvements
- Interior repairs or improvements
- Lodging fees and associated costs
- Ongoing multi-year projects
- Ongoing or operational costs (including salaries/ personnel)
- Operating expenses not directly related to the awarded project
- Private transportation expenses including mileage, gas, insurance, car rentals, etc.
- Projects typically funded under other sources such as County (or City) department operating budgets, Capital Improvement Program, Community Development Block Grant Program
- Projects which conflict with existing County plans/ policies
- Projects/programs already funded from another source (including current operating budgets)
- Projects/programs that have already been completed
- Salaries for administration

- To replace funding lost from other funding sources
- Trophies and awards and associated cost
- Projects that are for private benefit
- Projects “internal to gated communities” such as landscaping, lighting, traffic calming, decorative street furniture, etc., are not eligible for grant funding because they would be primarily for private benefit. However, exceptions such as retrofit/harden community building for emergency shelter, wetland/ upland protection/enhancement or environmental protection/enhancement, which provide a clear public benefit, may be considered for grant funding. Each project will be reviewed on a case-by-case basis. Projects must serve a valid public purpose.
- Facility Investment Fees (FIF)/Deposit/Hook-Up Fees for water/sewer/irrigation cannot be waived (unincorporated Manatee County). However, grant funds or matching funds can be utilized for payment of the FIF and Hook-Up Fees. The deposit must be paid by the applicant/neighborhood – separate from the grant proposal.



VOLUNTEER HOURS/SWEAT EQUITY

Grants are awarded based on a combination of volunteer hours, neighborhood contributions, and county grant funding; the portion of each contribution is determined by the grant request.

All grant programs over \$1,000 require matching equal to or exceeding the grant amount. This can be in the form of donated services and materials, volunteer labor, cash, or landscape maintenance cost for the first year (maximum 1 hour per week x \$ volunteer rate x 52 weeks.

Volunteer hours patrolling neighborhoods as part of a crime watch group or other similar type group cannot be claimed as sweat equity/matching funds.

Time preparing grant application, obtaining bids, preparing site plans, project planning, etc. cannot be claimed as sweat equity/matching funds.

SITE PLAN/BUILDING PERMIT/RIGHT-OF-WAY USE PERMIT/WELL CONSTRUCTION PERMIT

Applicant is responsible for obtaining all necessary site plan/building permit/development approvals. The associated County fees for site plan/building permit/right-of-way use permit/well construction permit review/issuance will be waived on projects that receive funding approval.

HOW WILL APPLICATIONS BE SCORED

Please see rubric attached in the packet to see how applications will be scored.

FUNDING AWARD

Neighborhood Services Department staff will present a list of all applications ranked in adherence to the program guidelines to be considered for approval or denial by the Board of County Commissioners based on available funding.

REPORTING

A Quarterly Accounting Report will be required from applicant/neighborhood if more than one disbursement is required.

A Final Report, closing out the project, is required from each applicant/neighborhood approved for funding. The Final Report shall include details of the project, pictures/video/documentation (and a brief

description of how the project brought the neighborhood/community together. The Final Report is required prior to or concurrent with final disbursement request.

REVIEW COMMITTEE

A committee will consist of representatives from the Neighborhood Services Department that will review applications and approve or deny funding for the projects based on the grant program criteria.

If necessary, the review committee will consult with the appropriate County departments and/or municipalities regarding projects located within their respective areas.

DEADLINE & SCHEDULE

The application must be submitted to the Neighborhood Services Department, Neighborhood Connections Division by February 28, 2019 @ 5 p.m. EST. Applications will also be accepted as long as it is postmarked by February 28, 2019.

April 2019 - Projects Selected

HOW TO APPLY

- 1) Online at www.mymanatee.org/neg
- OR
- 2) Download the NEG Application Packet from the website above and submit the complete packet to:
 Neighborhood Services Department
 1112 Manatee Avenue West
 5th floor
 Bradenton, Florida 34205

FOR MORE INFORMATION

www.mymanatee.org/neg
 or email neighborhoodconnections@mymanatee.org
 or call 941-749-3030



OFFICE USE ONLY
 DATE APPLICATION RECEIVED: _____
 REQUESTED AMOUNT: \$ _____
 MATCHING VOLUNTEER HOURS: _____
 AMOUNT HOURS: \$ _____
 GRANT REQUIREMENTS MET: _____
 GRANT REVIEWED BY: _____

2018-19 NEIGHBORHOOD ENHANCEMENT GRANT APPLICATION

1) HAS YOUR ORGANIZATION APPLIED FOR THE NEG IN PREVIOUS YEARS?

NO
 YES – If yes:
 Year Applied: _____
 Project Title: _____
 Award Amount: _____ Requested Amount: _____
 Was the project completed? _____

CONTACT INFORMATION

2) NEIGHBORHOOD REGISTRATION

YES – If yes, proceed with application.
 NO – If no, go to www.mymanatee.org/projectoutreach to sign up

3) NEIGHBORHOOD NAME AND ORGANIZATION

4) PROJECT CONTACT

Name: _____
 Address: _____
 Phone #: _____
 Email: _____

5) NEIGHBORHOOD LEADER (IF DIFFERENT FROM PROJECT CONTACT)

Name: _____
 Address: _____
 Phone #: _____
 Email: _____

PROJECT INFORMATION

6) PROJECT NAME

7) PROJECT DESCRIPTION

8) WHAT COMMUNITY NEED DOES THIS PROJECT ADDRESS?

9) CATEGORIZE YOUR PROJECT? PLACE AN 'X' TO ALL THAT APPLY:

CHARACTER LEADERSHIP SAFETY ENVIRONMENT HEALTH
 OTHER

10) WHAT ARE THE GOALS OF THE PROJECT AND HOW WILL YOU MEASURE ITS EFFECTIVENESS?

11) HAS THE PROJECT BEEN PROPOSED TO THE ENTIRE GROUP/ASSOCIATION?

YES If so, what date?* _____ NO

*Please provide evidence of this such by including meeting minutes, signatures, etc.

12) DESCRIBE HOW THE PROJECT WAS SELECTED, HOW GROUP MEMBERS WERE INVOLVED IN SELECTING THE PROJECT & THE LEVEL OF SUPPORT FOR THE PROJECT

13) EXPLAIN HOW INDIVIDUAL VOLUNTEERS WILL BE INVOLVED IN IMPLEMENTING THE PROJECT

14) DESCRIBE WHO WILL BE RESPONSIBLE FOR THE FUTURE SUCCESS, MAINTENANCE, OR SUSTAINABILITY OF THE PROJECT PAST THE AWARDING OF THE GRANT?

15) PROJECT SCHEDULE – LIST THE ANTICIPATED STARTING DATE & ENDING DATE FOR YOUR PROJECT

Start Date __/__/____ End Date __/__/____

Please provide an anticipated project schedule of key milestones.

16) PROJECT BUDGET & NEIGHBORHOOD CONTRIBUTION

You can find the Budget & Neighborhood Contribution Excel Form at www.mymanatee.org/neg

Please complete it and submit it with this application. Staff will only review completed applications that are submitted by the deadline.

17) PLEDGE OF VOLUNTEER HOURS

You can find the Pledge of Volunteer Hours Excel Form at www.mymanatee.org/neg

Please complete it and submit it with this application. Staff will only review completed applications that are submitted by the deadline.

18) TOTAL REQUESTED FROM MANATEE COUNTY

Total (A) + Total (B)* = \$

*Can be found on the Project Budget & Neighborhood Contribution Excel Form

SIGNATURE

Signature _____
Title _____
Date _____

ATTACHMENTS

<p>Please make sure to attach the following documents:</p> <ul style="list-style-type: none"><input type="checkbox"/> Project Budget & Neighborhood Contribution Budget<input type="checkbox"/> Pledge of Volunteer Hours<input type="checkbox"/> Evidence of Neighborhood Involvement & Support (meeting minutes, etc.) <p>Submit application to: Manatee County Neighborhood Services Department 1112 Manatee Avenue West 5th Floor Bradenton, Florida 34205</p> <p>DEADLINE: MUST BE RECEIVED BY DECEMBER 31, 2018 AT 5 PM OR POSTMARKED BY DECEMBER 31, 2018.</p>

2018-19 NEIGHBORHOOD ENHANCEMENT GRANT PROJECT BUDGET

For each category below, list what goods or services your group plans to purchase for the project. Three (3) quotes/bids must be made for all materials/supplies/products (Bids need to be of similar product/consistent materials).

Materials/Supplies	Description	Vendor(s) Name, Store Contact, Phone Number & Address	Amount

In Kind Donations	Description	Vendor(s) Name, Store Contact, Phone Number & Address	Amount

Services	Description	Vendor(s) Name, Store Contact, Phone Number & Address	Amount

Other	Description	Vendor(s) Name, Store Contact, Phone Number & Address	Amount

		Total Project Cost (A)	\$

2018-19 NEIGHBORHOOD ENHANCEMENT GRANT NEIGHBORHOOD CONTRIBUTION WORKSHEET		
Please list any donated materials, services, or cash contributions that the neighborhood will contribute toward the project costs listed above.		
Monetary	Description	Amount
In-Kind Donations	Description	Amount
Volunteer Labor	Description	Amount
	<i>Total Neighborhood Contribution (B)</i>	\$
	GRANT REQUEST TOTAL (A + B)	\$

2018-19 NEIGHBORHOOD ENHANCEMENT GRANT VOLUNTEER HOURS

The total hours pledged for each activity should equal 100% of the grant amount being requested from the City. The value of volunteer hours in the State of Florida is subject to change. Please contact Neighborhood Services for the current volunteer hourly rate or visit https://www.independentsector.org/volunteer_time.

VOLUNTEER NAME	VOLUNTEER ADDRESS	TOTAL HOURS PLEDGED	TOTAL PLEDGE VALUE (HRS PLEDGED X VOLUNTEER HOURLY RATE OF \$24.69)	VOLUNTEER SIGNATURE
			GRAND TOTAL \$	

Neighborhood Enhancement Grant Application Scoring Rubric

Application Cycle _____ Organization Name _____

Project Title _____ Amount Request _____

ITEM	SCORE	COMMENTS
<p>1) Has your organization applied for the NEG previously? [Q1]</p> <p>If so, please list the year, project title, awarded and requested amounts. Also, was the project completed? (10 points)</p> <p>If no (15 points)</p>		
<p>2) Does the application communicate a community need does the project description address the community need? [Q8] (20 points)</p>		
<p>3) Does the project have the potential to strengthen the community and the applying association? [Q6, Q7, Q8] (15 points)</p>		
<p>4) Does the application clearly describe the project? [Q6, Q7, Q15] (20 points)</p>		
<p>5) Does the application show evidence of community consensus for the project and community involvement in the implementation of the project? [Q11, Q12] (20 points)</p>		

<p>6) Please describe how you will measure the success of the project? [Q10] (10 points)</p>		
<p>7) Is the budget clear, detailed and justifiable? [Q16, Q18] (15 points)</p>		
<p>8) Does the project fall under the category/categories of the NEG? [Q7, Q8, Q9] (10 points)</p>		
<p>9) Does the applicant show sufficient evidence of leveraging of community resources (cash or in-kind)? [Q13, Q17] (15 points)</p>		
<p>10) Does the applicant describe who is responsible for future success, maintenance or sustainability of the project after the grant is awarded? [Q14] (10 points)</p>		
<p>Total Points</p>	<p>/150</p>	

**REIMBURSEMENT AGREEMENT FOR
NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM**

**[Non-Profit Organization]
and
MANATEE COUNTY**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018 (“Effective Date”) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“County”) and **[non-profit organization]**, (“Applicant”) and located in Manatee County, Florida, whose address is **[Address]**.

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 _____ dollars (\$_____).
- 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: _____

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.

[Applicant]

By: _____

Print Name: _____

Its: _____

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: _____

County Administrator

EXHIBIT “A”

[Scope of Work]

EXHIBIT "B"

[Grant Reimbursement]

**REIMBURSEMENT AGREEMENT FOR
NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM**

**[Non-Profit Organization]
and
MANATEE COUNTY**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018 (“Effective Date”) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“County”) and **[non-profit organization]**, (“Applicant”) and located in Manatee County, Florida, whose address is **[Address]**.

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 _____dollars (\$_____).
- 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: _____

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.

[Applicant]

By: _____

Print Name: _____

Its: _____

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: _____

County Administrator

EXHIBIT “A”

[Scope of Work]

EXHIBIT "B"

[Grant Reimbursement]



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

DATE: October 8, 2018

TO: Ava Ehde, Interim Director, Neighborhood Services Department

THROUGH: Mitchell O. Palmer, County Attorney *by WEC 10/09/18*

FROM: Alexandria C. Nicodemi, Assistant County Attorney *cdcw*

RE: **Neighborhood Enhancement Grant Program;
CAO Matter No. 2018-0404**

This memorandum is in response to the above-referenced Request for Legal Services (“RLS”) in which you asked this office to review a draft ordinance regarding the Neighborhood Enhancement Grant Program. Per your Request, I reviewed the draft ordinance. I have instead prepared Resolution R-18-156 for your consideration. (See, attached.)

My comments are as follows:

1. The RLS you submitted includes a draft ordinance for this office to review. This appears to be done per the instruction found in CAO File No. 1115-048 and 1115-048-A. An ordinance is a local law enacted by a county’s governing body. Ordinances are most often used where Florida Statutes require adoption by ordinance. A resolution, on the other hand, is a statement of policy and/or procedure. Resolutions are often used to express policy positions and set forth internal county guidelines or procedures. Given that the Neighborhood Services Department (“Department”) wishes to implement a Neighborhood Enhancement Grant Program, the more appropriate document would be a resolution.
2. In response to the above comment, I have drafted Resolution R-18-156. This Resolution, once adopted, approves the creation of the Neighborhood Enhancement Grant Program

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Ava Ehde, Interim Director, Neighborhood Services Department
October 8, 2018
Page 2 of 2

("Program") and delegates to the Department Director the authority to develop and maintain guidelines and procedures for the Program. Under this Resolution, it will be the duty of the Department Director to provide an annual list to the Board of County Commissioners ("Board") of all applicants eligible for the Program. The Board shall then award or deny applications based on available funding and compliance with the Program criteria.

3. The draft ordinance you submitted with the RLS, indicates that grant reimbursements will be "in accordance with the terms and procedures of the Manatee Clerk of Circuit Court." In addition to the Resolution, I have drafted a Reimbursement Agreement to be executed upon Board approval of an application for the Program. Each Reimbursement Agreement must also be approved by the Board. All reimbursements pursuant to this Program, shall be in accordance with the terms and procedures within the Reimbursement Agreement. Further, I recommend the Fact Sheet included within the RLS be revised indicating that grant funds will be reimbursed according to the Neighborhood Enhancement Grant Reimbursement Agreement.
4. Please note that the Neighborhood Enhancement Grant Reimbursement Agreement is now incorporated into the Resolution as Exhibit "B."

Subject to the inclusion of my above-mentioned comments, I have no objection from a legal standpoint to scheduling the adoption of the Resolution by the Board. I express no opinion as to the business judgment of adopting the Resolution or implementing the Agreement approved thereunder.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies to:

Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Cheri Coryea, Deputy County Administrator
Debbie DeLeon, Neighborhood Services Coordinator, Neighborhood Services Department