

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “Agreement”) is made and entered into as of October 1, 2023 (the “Effective Date”) by and between Polk County (the “County”), a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830, and the Peace River Center for Personal Development, Inc. (“Peace River”), a Florida not for profit corporation, 1239 East Main Street, Bartow, Florida 33830;

RECITALS

WHEREAS, Peace River provides a variety of behavioral health and emotional wellness services to Polk County residents; and

WHEREAS, among its community services Peace River provides shelters to assist individuals affected by domestic violence; and

WHEREAS, Peace River is renovating its Lakeland area domestic violence shelter to modernize and make the facility a more welcoming environment for those who need shelter services; and

WHEREAS, the County has determined it is in the best interest of Polk County residents to support the Lakeland area domestic violence shelter renovation project (the “Project”) by providing Peace River funding for a portion of the Project costs upon the terms and conditions described in this Agreement;

NOW THEREFORE, the parties hereby agree, as follows:

1. Recitals. The recitals stated above are true, correct, and incorporated as material provisions of this Agreement.

2. Term. This Agreement shall be effective as of October 1, 2023, and shall remain in effect until September 30, 2024, unless extended or sooner terminated by the parties.

3. Funds. The County will provide an amount up to but not exceeding the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Funds”) to reimburse Peace River for any of the Project item costs (the “Costs”) listed on the attached Exhibit “A” which it has paid.

4. Reimbursement. From time to time during the Agreement Term, Peace River may submit written requests for Project Costs reimbursement to the County. The requests must be in a form and contain substance reasonably acceptable to the County. Each request shall describe the completed portion of the Project work and identify all acquired furniture, fixtures, equipment, and materials. The request must include all applicable invoices, purchase orders, work orders, receipts, and other records sufficient to document the cost of and Peace River’s payment for the associated Project Costs. Peace River shall deliver all reimbursement requests to the County at the following address:

Polk County
Budget and Management Services Division
P.O. Box 9005, Drawer CA02
Bartow, Florida 33831-9005
Attention: Christia Johnson, Director
Phone: (863) 534-6576

Upon receipt the County will review a request and advise Peace River if any additional supporting documentation is necessary for the County to process the request. Once it has received a fully substantiated reimbursement request, the County will deliver a check in the appropriate amount to Peace River at the address stated in the opening paragraph above.

5. Records. Peace River shall keep and maintain accurate and complete records of the reimbursed Project Costs expenditures in conformance with reasonable accounting standards acceptable to the County. The County shall have the right to review, copy, and audit Peace River's Project records and other documents concerning the Project reimbursement amounts requested from the County. This section shall survive the expiration or earlier termination of the Agreement.

6. Remedies. If Peace River should fail to comply with any of the provisions of this Agreement and fail to cure such compliance within seven (7) days after receiving written notice from the County, the County may withhold, temporarily or permanently, all or any unpaid portion of the Funds until such failure is cured. In addition to the foregoing, upon any uncured default the County may pursue any other available legal or equitable remedy.

7. Public Records. Peace River shall keep, maintain, and allow public access to all documents and other materials, including, without limitation, email communications, made or received pursuant to this Agreement which are subject to the provisions of Chapter 119, Florida Statutes, the Florida Public Records Act. Peace River shall immediately advise the County if it receives a public records request related to this Agreement. This section shall survive the termination or expiration of the Agreement.

8. Notice. Any notice required to be provided hereunder shall be in writing, directed to the parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

9. Assignment. This Agreement and the parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the parties.

10. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

11. Amendments. This Agreement may only be amended by a written instrument executed by the parties which specifically refers to this Agreement.

12. Relationship of the Parties. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.

13. Interpretation. Neither of the parties shall be considered the drafter of this Agreement for purposes of its interpretation.

14. No Waiver. Any failure on the part of the County or Peace River, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

15. Applicable Law/Venue. All activities and matters pertaining to this Agreement shall be governed by the laws of the State of Florida. Venue of any legal action arising pertaining to the Agreement shall lie only in the courts of the Tenth Judicial Circuit located in Polk County, Florida.

16. Severability. If any Agreement provision is held invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

17. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective successors, and assigns.

18. Entire Agreement. This document (including its exhibits) states the entire agreement between the parties regarding its subject matter and supersedes all prior commitments, understandings, and agreements, whether oral or written, on the matter.

IN WITNESS WHEREOF, the parties by and through their undersigned authorized representatives have executed this Agreement as of the Effective Date.

ATTEST:

**Peace River Center
for Personal Development, Inc.**
a Florida not for profit corporation

By: Christine Foley
Christine Foley
Printed Name

By: Larry G. Williams, Jr.
Larry G. Williams, Jr.
Printed Name

Executive Assistant
Title

Chief Executive Officer
Title

ATTEST:

Stacy M. Butterfield
Clerk of the Board

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair, Board of County Commissioners

Review as to form and legal sufficiency:

County Attorney's Office