

**REIMBURSEMENT AGREEMENT FOR
REPLACEMENT IMPROVEMENTS TO LIFT STATION 88**

This Reimbursement Agreement for Replacement Improvements to Lift Station 88 ("Agreement") is entered into by and between the City of North Port, Florida, a municipal corporation in the State of Florida ("City") whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286, and West Villages Improvement District, an independent special District of the State of Florida ("District") whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

RECITALS

WHEREAS, the District is an independent special District created pursuant to Chapter 189 Florida Statutes, with authority to finance and construct certain potable water and wastewater facilities and other public improvements within the area the District governs; and

WHEREAS, this Agreement constitutes an interlocal agreement pursuant to Chapter 163, Florida Statutes; and

WHEREAS, in 2006, the District designed, permitted, installed and dedicated the master Lift Station 88 to the City; and

WHEREAS, the flows from Lift Station 88 have historically traveled approximately seven and one-half miles to the City's existing Wastewater Treatment Plant on Pan American Boulevard; and

WHEREAS, on or about November 24, 2019, flows from Lift Station 88 began pumping to the new Southwest Wastewater Reclamation Facility located within the District's boundaries; and

WHEREAS, by redirecting the flow and reducing the distance between Lift Station 88 and the new treatment facility, a reduction in the pump size at Lift Station 88 is necessary; and

WHEREAS, hydraulic modeling has shown that resizing the pumps to a more appropriate size for the reduced distance is necessary to avoid short cycling of the pumps that may impact the sanitary sewer flow; and

WHEREAS, since the pumps, the associated electrical control panels, and the related components have a useful life of approximately 20 years, the District and City have agreed to share the costs of redesigning and replacing the two (2) pumps, the control panels, and all related components for Lift Station 88 ("Replacement Improvements").

NOW, THEREFORE, in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true, correct and incorporated by reference.
2. **Effective Date.** This Agreement becomes effective on the date the last party ratifies and approves the Agreement ("Effective Date").
3. **Term.** The term of this Agreement begins on the Effective Date and will terminate upon payment of the reimbursement or as otherwise mutually agreed upon in writing.

4. District Obligations.

- a. Redesign and Replacement. The District will redesign the pumps, control panel, and all Replacement Improvements for Lift Station 88; perform calculations related to flow, head pressures, and other operations; prepare the hydraulic dynamic model; and provide any other work related to specifying and obtaining the redesigned Replacement Improvements.
- b. Specifications. Prior to ordering the Replacement Improvements, the District will provide the City all documentation related to the redesign and replacements for Lift Station 88, including but not limited to, the signed sealed design drawings and specifications; the calculations, the hydraulic modeling and other data for the Replacement Improvements and any other related components, and the manufacturer's quote for the Replacement Improvements. Upon the City's written approval, the District will be authorized to order the Replacement Improvements.
- c. Cost. The District will pay the actual cost to redesign, acquire the lift station Replacement Improvements, to the location designated by the City ("Replacement Cost").
- d. Delivery Time. The District will order the Replacement Improvements and will specify that the delivery to the City will be completed no later than December 31, 2020.
- e. Deliverables. The District will provide the deliverables not later than the time of actual delivery of the Replacement Improvements and will include the following:
 - i. The Bill of Sale in a form reasonably acceptable to the City Attorney.
 - ii. The Replacement Improvements, and all components, as shown in the approved design, specifications and order.
 - iii. Proof of payment to the manufacturer as shown on the order.
 - iv. The manufacturer's warranty documentation for the Replacement Improvements and all related components. The warranty for the Replacement Improvements, including all related equipment and components, will be a minimum of one year from the date of the City's written acceptance of the deliverables, as described in this Agreement.
 - v. The assignment of all rights to the signed sealed engineer's design and specifications.

5. City Obligations.

- a. Installation. The City will install the Replacement Improvements at Lift Station 88.
- b. Reimbursement Payment. The City will include the Replacement Cost in the City's fiscal year 2020-21 budget in the amount of seventy-five percent (75%) of the vendor's quote. The City will reimburse seventy-five percent (75%) of the full Replacement Cost to the District within forty-five (45) days of the City's acceptance of all deliverables as described in paragraph 4.

- c. Inspection and Acceptance. The City will have the right to inspect the Replacement Improvements within a reasonable time after the delivery. Upon completion of the inspection of all deliverables, the City will advise the District whether the Bill of Sale, the Replacement Improvement, warranty documentation, and the assignment will be accepted. The City will notify the District, in writing, if the City accepts the deliverables or of any deficiencies for the District's remediation.
6. Public Records. In accordance with Florida Statutes, Section 119.0701, the District will comply with all public records laws, and will specifically:
 - a. Keep and maintain public records required by the City to perform the service included in this Agreement for the acquisition of real property, the construction of System Improvements and the acquisition of FF&E or other System Improvements.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies as maintained by the State of Florida Division of Archives, pursuant to the following site: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>.
 - ii. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated pursuant to this Agreement.
 - b. Upon request from the City's custodian of public records upon its receipt of a public records request, provide the City 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 for by law. Notwithstanding the foregoing, the City reserves and does not waive its right to request public records of another agency.
 - c. Ensure that project 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 term of this Agreement and, if the District does not transfer the records to City following completion of the term of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 - d. Upon completion of the Agreement, either (i) transfer, at no cost, to the City all public records in the District's possession; or (ii) keep and maintain public records required by the City to perform the service. If transferring all public records to the City upon completion of the term of the Agreement, the District will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and

maintains public records upon the completion of the term of the Agreement, they will meet all applicable requirements for retention of public records.

- e. If the District has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this Agreement, contact the custodian of public records at:

Custodian of Public Records
4970 City Hall Boulevard
North Port, Florida 34286
(941) 429-7056 or Hotline (941) 429-7270
Email: publicrecordsrequest@cityofnorthport.com.

7. Recordation. The City will record this document at the District's expense, in the Public Records of Sarasota County, Florida within ten (10) business days of the Effective Date. The City will provide file-stamped copies to the other parties within ten (10) business days of filing.
8. Authority to Execute this Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
9. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
10. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
11. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.
12. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
13. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

14. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
15. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
16. Assignment. The District will not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
17. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The District will not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Approved by the City of North Port City Commission on the ____ day of _____ 2020.

CITY OF NORTH PORT, FLORIDA

Debbie McDowell, Mayor

ATTEST

Heather Taylor, CMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

[Additional signature page follows]

Approved by the Board of Supervisors for the West Villages Improvement District on the 9th day of JULY 2020.

WEST VILLAGES IMPROVEMENT DISTRICT

[Signature]
John Luczynski, Chairman

ATTEST

[Signature]
Secretary

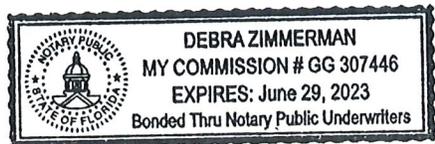
STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of July 2020, by John Luczynski as the Chairman of the Board of Supervisors of West Villages Improvement District and the William Crosby as Secretary of the West Villages Improvement District.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification

Type of Identification Produced _____



APPROVED AS TO FORM AND CONTENT

[Signature]
Lindsay Whelan, District Counsel

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