

AMERICAN AVIATION
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), is made and entered into this 11 day of JANUARY, 2023, by and between AMERICAN AVIATION, INC., a Florida corporation (“Company”), whose address is 2495 Broad Street, Brooksville, FL 34604; and HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the governing body thereof (hereinafter referred to as the “County”), whose address is 15470 Flight Path Drive, Brooksville, FL 34604, who are individually and collectively referred to as “Party” or “Parties.”

RECITALS:

WHEREAS, the County is the owner of the property known as the Brooksville Regional Airport (“Airport”); and the parties entered into that certain lease agreement for Commercial Fixed Based Operation (FBO), thereafter amended from time to time; and

WHEREAS, pursuant to the Company’s request, the parties amended the FBO lease, fourth (4th) amendment, to include an additional parcel of land containing approximately 1.37 acres (“premises”), more or less, for the purpose of constructing a 11,975 square foot corporate hangar (“hangar”); and

WHEREAS, the Airport’s fire hydrant(s) system provides service to the existing structure(s) within the park. However, the fire hydrant system does not extend to the Company’s new hangar; and

WHEREAS, the Company desires to extend the fire line and relocate the existing fire hydrant, as required by NFP, for the purpose of fire hydrant access to their hangar; and the requested relocation will provide fire hydrant services to the existing structure(s) as well as the Company’s new hangar;

WHEREAS, section 125.045, Florida Statutes and Article III of Hernando County Code Chapter 11.5 authorizes the Board of County Commissioners to enter into contracts with business entities providing for grant funding and other measures in support of economic development.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **The Company Shall:**

- (a) The Company is responsible for all preparation, plans, and permits, if any, to relocate a fire line and fire hydrant (“Hydrant”) on the premises, as indicated in the utility plan (Attachment “A”). The Company shall hire a qualified contractor to complete the relocation as indicated in the utility plan.
- (b) The Company shall ensure work performed under this agreement is in accordance with the attached proposal and plan(s).
- (c) The Company shall fund the actual cost of the hydrant relocation. Subject to its review and approval of the hydrant relocation, the County will reimburse the Company at costs not to exceed Fifty-One Thousand, Five Hundred Thirty-Nine and 00/100 (\$51,539.00) (as indicated in the proposal and itemization of which is attached hereto as Attachment “B”).
- (d) The Company shall cause the fire hydrant relocation to be completed in accordance with this agreement and its attachments. Deviations from the attached utility plan and proposed services are not permitted and may result in the County denying reimbursement.
- (e) Upon completion of the relocation and prior to a reimbursement request, Company shall notify the County in writing and provide copies of the fire hydrant flow testing results (to include test date, static water pressure, residual water pressure and gallons per minute of flow) and bacterial testing to the County prior to hydrant operation.

3. **The County Shall:**

- (a) Reimburse Company an amount not to exceed Fifty-One Thousand, Five Hundred-Thirty-Nine and 00/100 (\$51,539.00) after the fire hydrant has been placed in service pursuant to section (2).

4. **Maintenance.** The County has a blanket easement for the premises and will maintain the hydrant and water main extension after it has been constructed, tested and placed into service.

5. **Term.** The term of this agreement shall commence upon full execution by both parties (“effective date”) and continue until a year from the effective date, unless terminated earlier as provided in this agreement.

- (a) Should the Applicant fail to start the hydrant relocation within the time

Period specified, this agreement will be considered terminated by expiration and the County shall have the right to deny reimbursement of any cost expended by the Company.

6. **Reimbursement.** The Company shall be eligible for reimbursement in accordance with this agreement and its attachments, following acceptance and approval of the fire hydrant relocation by the County. Company's reimbursement shall not exceed the amount indicated in this agreement and attachments. The County shall as follows:

- (a) Reimburse the Company Fifty-One Thousand, Five Hundred Thirty-Nine and 00/100 (\$51,539.00), as itemized in Attachment "A."
- (b) Only reimburse for the actual cost attributable to the hydrant relocation in accordance with this agreement and its attachments.
- (c) The Company's request for reimbursement shall be submitted to: Director of Utilities, Gordon Onderdonk, PE at 15365 Cortez Blvd., Brooksville, FL 34613 or gonderdonk@co.hernando.fl.us ("ATTENTION: Reimbursement Request" in the subject line).
- (d) The Company's request for reimbursement must be submitted within thirty (30) days after hydrant being placed in service.
- (e) The County shall process reimbursement in accordance with this agreement and section 218.70-218-74, Florida Statutes (Local Government Prompt Payment Act), after hydrant approval and receipt of Company's invoice.
- (f) The County shall not reimburse the Applicant for any expenditures not related to, consistent with, or otherwise incurred in connection with this agreement and attachments.
- (g) The County shall not reimburse the Company for hydrant relocation costs in the event the Company abandons, terminates, or discontinues (past the agreement term) the construction of the new hanger.

7. **Recapture of Funds.** The Company's reimbursement of funds shall be subject to the construction of an additional hanger on the premises. If, for any reason, the Company does not construct said hanger within thirty-six (36) months from the date of this agreement, then the Company shall:

- (a) Refund any and all costs reimbursed by the County for the fire line and hydrant relocation within thirty (30) days of receiving notice of refund provided by the County, or time specified within the Notice.
- (b) Should the Company delay or fail to refund the County within the specified time, the County may respond with any number of the following actions, including but not limited to the following:

- i. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the outstanding balance thereof. Interest shall accrue from the date of the Company's initial receipt of notice for recapture of funds up to the date of reimbursement.

8. **County's Remedies.** If the County waives any right or remedy in this agreement or fails to insist on strict performance by the Company, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Company.

9. **Record Keeping and Public Records.** The Company shall do the following:

- (a) The Company shall prepare and maintain complete and accurate books of accounts and records as to all cost related to this agreement and maintain public records as required by the County.
- (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.
- (a) 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 Company does not transfer the records to the County.
- (b) Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If the Company transfers all public records to the County upon completion of the agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the agreement, the Company 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.

10. **Notice.** All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have given on the date actually received at the following addresses (or to other addresses as such parties may designate by notice to the other party):

Hernando County:

Director of Utilities
Gordon Onderdonk, PE
15365 Cortez Blvd., Brooksville, FL 34613
gonderdonk@co.hernando.fl.us

American Aviation, Inc.
John Petrick
President
2495 Broad Street
Brooksville, FL 34604

11. **Indemnity.** Company shall indemnify, save and hold harmless the 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 Company, their consultants, contractors, officers, agents, volunteers or employees, in the performance of this agreement. Neither Company, 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 the County, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of the County's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

12. **Sovereign Immunity.** The County's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

13. **Independent Contractor.** Company acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of County. In no event shall any provision of this agreement make County liable to any person or entity that contracts with or provides goods or services to Company in connection with this agreement. There is no contractual relationship, either express or implied, between County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to Company as a result of this agreement.

14. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement. Neither party shall assign, sublet, convey, or transfer its interest in this agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

15. **Governing Law.** The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this agreement. Venue for any dispute, claim or action arising out of, or related to, this agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this agreement will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. To the extent permitted by law, the parties in this agreement agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this agreement.

16. **Modification; Amendment.** This agreement may be amended or modified only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by Hernando County Board of County Commissioners.

17. **Waiver.** No waiver of any provision of this agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

18. **Severability.** If any provision of this agreement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this agreement, the remainder of this agreement shall continue in full force and effect.

19. **Entire Agreement.** This agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this agreement shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

20. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Time.** Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

22. **County Approval.** This agreement along with the recognition and naming provided for herein are subject to the approval of the Hernando County Board of County

Commissioners and this agreement will not be effective unless and until approved by the Hernando County Board of County Commissioners.

23. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this agreement as stated.

IN WITNESS WHEREOF, the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

Attest:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(COUNTY)

Douglas A. Chorvat, Jr.
Clerk of Circuit Court

By: _____
John Allocco, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Date

Victoria Anderson
County Attorney's Office

COMPANY SIGNATURE ON FOLLOWING PAGE

HERNANDO COUNTY, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

IN WITNESS WHEREOF, the Company respectively, have caused this Agreement to be executed by their duly authorized representatives.

AMERICAN AVIATION, INC.
(COMPANY)

WITNESSES:

Sarah E. Blake
Signature of Witness

Sarah E. Blake
Print Name:

[Signature]
Signature of Witness

John Edward Petrick
Print Name:

By: [Signature]
Printed Name

PRESIDENT
Title

1/11/23
Date

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of January, 2023 by John Petrick, as President of American Aviation, Inc., who is personally known to me or who has produced as identification.

Michelle Bowermaster
Notary Public (Signature of Notary)

Michelle Bowermaster
(Name typed, printed or stamped)
MICHELLE BOWERMASTER
Notary Public
State of Florida
Comm# HH166991
Expires 8/19/2025



STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 202_, by John Allocco, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced as identification.

Notary Public (Signature of Notary)

(Name typed, printed or stamped)