

FUNDING AGREEMENT

This Agreement, made this ____ day of _____, 2017, (“effective date”) between Pinellas County, a political subdivision of the State of Florida (hereinafter “County”), and Palm Harbor Community Services Agency (PHCSA), a nonprofit organization created to provide library and recreation services to the residents of the Palm Harbor Community Service District, (hereinafter “Funds Recipient”).

Recitals

WHEREAS, Pinellas County received funds through a settlement (“Settlement”) with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, County has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, Funds Recipient is one of the entities necessary to effectuate the expansion of surface parking supporting East Lake Library project approved by the Board of County Commissioners; and

WHEREAS, Funds Recipient has determined that a joint-use parking lot, utilizing property owned by the Pinellas County School Board, is not necessary at this time; and

WHEREAS, Funds Recipient is requesting to reallocate a portion of the project funds approved by the Board of County Commissioners for the joint-use parking lot construction, to the Phase 1 Library Expansion Project.

NOW THEREFORE, the Funds Recipient agrees, in exchange for the funds to be provided by the County, to construct a surface parking lot, and construct the Phase 1 Library Expansion Project, as originally designed (collectively “Projects”), in accordance with the terms as described below.

1. Recitals. The parties stipulate that the above recitals are true and correct and are hereby incorporated herein.
2. Funding. County agrees to provide \$350,000.00 to Funds Recipient within thirty (30) days of the effective date of the Agreement to fund the Projects, as further defined herein. The Funds Recipient shall be required to submit an invoice requesting the funds to the Real Estate Management Department, prior to the disbursement of funds.
3. Premises. The Projects shall be conducted on a portion of County-owned property located at 4125 East Lake Road, Palm Harbor, FL 34685 (hereinafter the “Premises”), as further depicted on Exhibit A, attached hereto and incorporated herein.

4. **Project Description.** Funds Recipient agrees to construct a surface parking lot (hereinafter Parking Lot Project); and, construct the library expansion (hereinafter Phase1 Library Expansion Project) (collectively the "Projects"). The Parking Lot Project shall include necessary land clearing and preparation, permitting, drainage and construction work for a surface parking lot constructed solely on County-owned property in general conformance with Exhibit B (Site Plan), with a not-to-exceed price of \$150,000. The Phase 1 Library Expansion Project shall include construction of the project, as originally designed, in general conformance with Exhibit C (Building Layout), with a County contribution not-to-exceed \$200,000. The existing lease agreement between the County and PHCSA for the library shall be amended to include the parking lot and the additional library square footage.
5. **Monitoring.** The County shall have the right to monitor the Funding Recipient's activities associated with this Funding Agreement to ensure the funding provided to the Funding Recipient is used for authorized purposes. The Funding Recipient shall submit a final accounting summary document of funds spent, including original invoices, to the County at the completion of the Projects. The summary document and invoices shall be sent to the Pinellas County Real Estate Management Department, 509 East Avenue South, Clearwater, Florida 33756 within 45 days following final completion of the work. Any unspent funds upon completion of the Projects shall be returned to the County. This provision shall survive the termination of this Agreement.
6. **Term.** This Agreement shall become valid and binding upon the effective date and remain in effect until the completion of the Projects or one year from the effective date, whichever is earlier. The term may be extended by written approval of both parties. Completion of the Projects shall be signified by receipt of the final accounting document, an inspection of the completed Projects by the County, and a letter from the County to the Funds Recipient attesting to the satisfactory completion of the work.
7. **Relationship of the Parties.** Nothing contained in this Funding Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee, principal/agent, or partnership or joint venture between the parties. Funds Recipient is an independent party and is not an agent of the County.
8. **Indemnification.** To the greatest extent of applicable law, Funds Recipient agrees to indemnify and defend County, its officers, and employees, against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of any nature whatsoever arising out of the Project. The Funds Recipient shall defend any said costs, expenses, liabilities, suits, claims, losses, damages, and demands brought against the County.
9. **Insurance.** Contractors will carry coverage during construction as shown in Exhibit D insurance requirements attached herein, and will specifically list Pinellas County, a political subdivision of the State of Florida, as an additional insured on the policy(s).

10. Observance of Laws. Funds Recipient shall, in all aspects of the Project, ensure that Funds Recipient, its employees, agents or contractors shall be in compliance with all applicable laws, rules, and regulations of any and all governmental and other authorities governing said parties and the work to be completed hereunder. If a dispute arises regarding this agreement, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.

11. Default. The Funding Recipient will be in default of this Funding Agreement if the Recipient materially fails to perform under this Agreement, including but not limited to:
 - a. Failure to comply with any of the rules, regulations or provisions referenced herein, or such statutes, regulations or policies as may become applicable;
 - b. Failure of the Funds Recipient to fulfill its obligations within the required time period without a written waiver from the County; or
 - c. Improper use of the funds provided under this Agreement.

12. Remedies. In the event the Funds Recipient does not comply with the covenants herein, the County shall be entitled, in addition to all other remedies provided in law or equity:
 - a. To compel specific performance by Funds Recipient to perform its obligations hereunder;
 - b. To require the Funds Recipient to reimburse the County in whole or in part the funds provided hereunder; or
 - c. To the extent allowable by law, recapture unused funds from future Municipal Services Taxing Unit (MSTU) funds.

IN WITNESS WHEREOF, the undersigned have executed this Funding Agreement on the day and year first written above.

WITNESS:

Print Name: _____

FUNDS RECIPIENT:

PALM HARBOR COMMUNITY SERVICES
AGENCY

Print Name: _____

Title:

DATE: _____

WITNESS:

Print Name: _____

FUNDS PROVIDER:

PINELLAS COUNTY, FLORIDA
By and through its Board of County
Commissioners

By: Chairman

DATE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY



Chelsea D. Hardy
Assistant County Attorney