

FUNDING AGREEMENT

This Agreement, made this ____ day of _____, 201__, (“effective date”) between Pinellas County, a political subdivision of the State of Florida (hereinafter “County”), and Clearwater Ferry Services, Inc., (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 adopted 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 Clearwater Ferry Improvements project approved by the Board of County Commissioners; and

NOW THEREFORE, the Funds Recipient agrees, in exchange for the funds to be provided by the County, and as further described herein to improve Clearwater Ferry service and Americans with Disabilities Act (ADA) accessibility on Clearwater Ferry vessels 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 up to eighty thousand (\$80,000.00) dollars to Funds Recipient upon receipt of purchase orders for capital outlays and paid invoices for labor and services following the effective date of this Funding Agreement to fund the Project, as further defined herein.
3. Project Description. For the purpose of providing ferry service between downtown Clearwater and Clearwater Beach (hereinafter “Project”), Funds Recipient agrees to:
 - a. Purchase and install: 3 Suzuki DF115ATX Outboard Engines, Suzuki Dual Top Mount Controls, 2 Wiring Harnesses, 2 Suzuki Gauges, 2 Hydraulic Jack Plates, Banners, a Canopy Top and Isinglass
 - b. Develop a Marine Architect Report to support repowering the vessel
 - c. Provide 2 ADA ramps for Clearwater Ferry vessels

The projected costs for the items above are:

Marine Architect Report: \$8,000.00
(3) Suzuki DF115ATX Outboard Engines: \$26,387.85
Suzuki Dual Top Mount Controls: \$1957.10
(2) Wiring Harnesses: \$417.90
(2) Suzuki Gauges: \$788.40
(2) Hydraulic Jack Plates: \$2279.98
Spare Parts and Labor: \$1873.99
Banners: \$1294.78
(2) ADA Ramps: \$15,000.00
Canopy Top: \$12,000.00
Isinglass: \$10,000.00

4. Monitoring. The County shall have the right to monitor the Funds Recipient's activities associated with this Funding Agreement to ensure the funding provided to the Funds Recipient is used for authorized purposes. Upon request, the Funds Recipient shall submit invoices to the County indicating how the funds have been spent. This provision shall survive the termination of this Agreement.
5. Term of Agreement / Timeframe for completion of project. Funds Recipient is to provide purchase orders for capital outlays and materials and copies of paid invoices for labor and services for reimbursement no later than August 31, 2017.
6. 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.
7. 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.
8. 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.
9. Conditions Subsequent. Funds Recipient shall continue to operate ferry services between downtown Clearwater and Clearwater Beach through August 31, 2019. In the event that Funds Recipient discontinues the ferry service between downtown Clearwater and Clearwater Beach prior to August 31, 2019, or fails to utilize the items in paragraph 3 above purchased for the Project for the ferry service through August 31, 2019, the County shall be entitled to remedies as described in Section 11.

10. Default. The Funds Recipient will be in default of this Funding Agreement if the Funds 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.

11. 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; or
 - b. To require the Funds Recipient to reimburse the County in whole or in part the funds provided hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

CLEARWATER FERRY SERVICES, INC.

Mark Woodard, County Administrator

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

WITNESS

By: _____
Office of County Attorney

By: _____
Print: