

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into by and between PINELLAS COUNTY, a political subdivision of the State of Florida, which is located at 315 Court Street, 5th Floor, Clearwater, Florida 33756, hereinafter called "the County," and TAMPA BAY WATCH, INC (TAMPA BAY WATCH), a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 3000 Pinellas Bayway S, Tierra Verde, FL 33715, hereinafter called "TAMPA BAY WATCH".

WITNESSETH:

WHEREAS, TAMPA BAY WATCH is a private, non-profit organization for the purpose of fostering a healthy Tampa Bay watershed through community-driven restoration projects, education programs, and outreach initiatives;

WHEREAS, the County recognizes the benefits the TAMPA BAY WATCH provides the community with community-driven restoration projects, education programs, and outreach initiatives;

WHEREAS, the TAMPA BAY WATCH has demonstrated a financial need for the boat lift replacements that will benefit residents of the unincorporated areas of the County;

WHEREAS, the County accordingly desires to use Municipal Services Taxing Unit Grant Funds to assist the TAMPA BAY WATCH with boat lift replacements (the Project);

WHEREAS, the TAMPA BAY WATCH previously provided a budget and price comparison sheet, which is attached hereto and incorporated by reference herein as EXHIBIT A, reflecting the services and materials to be purchased for the Project and the pricing for such improvements and;

WHEREAS, the County desires to use Municipal Services Taxing Unit grant funds to assist TAMPA BAY WATCH with funding the Project.

NOW, THEREFORE, in consideration₁ of the mutual terms, covenants, and conditions

set forth herein, the parties hereto mutually agree as follows:

1. Recitals

The recitals above are incorporated herein.

2. Funding

Within one year of the execution of the funding agreement, the County will issue a check payable to TAMPA BAY WATCH for the dollar amount equal to the combination of the receipts for services rendered up to the total amount of \$20,000.00, after receiving the receipts as proof of payment (“Funding”).

TAMPA BAY WATCH must utilize the Funding exclusively for payment of the materials and services for the Project. TAMPA BAY WATCH must expend all Funding by November 18, 2026. After the Project is completed, TAMPA BAY WATCH is solely responsible for maintaining the Project, as well as any costs associated therewith. TAMPA BAY WATCH’s duty to maintain the Project will survive termination or expiration of this Agreement.

3. Progress Reports

TAMPA BAY WATCH must deliver written progress reports to the County by (1) April 19, 2026, for the period covering November 18, 2025 through April 18, 2026, and (2) November 18, 2026 for the period covering February 19, 2026 through November 18, 2026. Each report must be signed by an authorized TAMPA BAY WATCH representative and include a combined financial budget and expenditure report detailing how Funding has been or will be expended. Where no Funding activity has occurred within a report period, TAMPA BAY WATCH must provide a written explanation for such non-activity.

4. Records Retention

TAMPA BAY WATCH acknowledges that information and data it manages pursuant to

this Agreement may be public records in accordance with Chapter 119, Florida Statutes, and agrees to comply therewith. TAMPA BAY WATCH must not charge the County any special service or duplication fees under Chapter 119, Florida Statutes, should the County request public records pursuant to a public records request, audit, or otherwise. Notwithstanding the termination or expiration of this Agreement and in addition to any records retention requirements under Chapter 119, Florida Statutes, TAMPA BAY WATCH must retain all records relating to this Agreement until at least November 18, 2031.

5. Audit

TAMPA BAY WATCH must utilize reasonable financial procedures, including adequate supporting documents, to account for the use of Funding. Notwithstanding the termination or expiration of this Agreement, all TAMPA BAY WATCH records relating to this Agreement are subject to audit without prior notice by the County until November 18, 2031. A copy of the TAMPA BAY WATCH's IRS 990 form may be requested by, and provided by TAMPA BAY WATCH to, the County at any time.

6. Appropriation Requirement

This Agreement is not a general obligation of the County. No liability is incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County will not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify TAMPA BAY WATCH in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, will terminate without liability or penalty to the County.

7. Conflicts of Interest

No officer, member, or employee of the County, and no member of its governing body, and no other public official of the governing body of any locality where Funding is expended

who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this Agreement, may participate in any decisions relating to this Agreement which affect his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor may any such officer, member, or employee of the County, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality where such Funding is expended, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

8. Indemnification

TAMPA BAY WATCH covenants and agrees that it will, and require all its contractors and subcontractors to, indemnify and hold harmless the County and all of the County's officers, employees, contractors and subcontractors from and claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TAMPA BAY WATCH, its officers, employees, agents, contractors, subcontractors, or invitees during the performance of this agreement, and any extensions thereof, whether direct or indirect, and whether to any person or property to which County or said Parties may be subject, except that neither TAMPA BAY WATCH nor any of its officers, agents, employees, contractors, or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the County or any of its officer or employees. Nothing herein shall be constructed as a waiver of the County's sovereign immunity or limitation thereof pursuant to §768.28, Florida Statutes,

9. Compliance with Laws

TAMPA BAY WATCH must comply with all applicable Federal, state, and local laws in the performance of this Agreement, including but not limited to laws related to Workers'

Compensation, occupational safety and health, the environment, equal employment opportunity, and privacy of medical records or information.

10. Term

The term of this Agreement will commence upon execution by both parties and, unless terminated earlier by the County in accordance with Section Twelve (12) below, expire upon receipt by TAMPA BAY WATCH of the County's written confirmation of acceptance of TAMPA BAY WATCH's second six- month report as provided in Section Three (3) above.

11. Amendment

This Agreement may be amended by mutual written agreement of the parties at any time.

12. Breach and Termination

If the County, in its reasonable discretion, determines that any deliverable due from TAMPA BAY WATCH, including but not limited to the requisite proof of quotes, construction documents for the Project, or either progress report, is untimely or unsatisfactory, it will provide written notice of the defect(s) to TAMPA BAY WATCH, who will then have thirty (30) days from receipt of said notice to cure said defect(s). If the County, in its reasonable discretion, determines that TAMPA BAY WATCH has failed to timely and satisfactorily cure the defect(s), TAMPA BAY WATCH will be in breach of this Agreement, which will be subject to termination in accordance with this Section Twelve (12).

Failure of TAMPA BAY WATCH to comply with any provision herein will be considered a material breach of the Agreement. Should the County, in its reasonable discretion, determine that such a breach has occurred, this Agreement will be subject to immediate termination by the County upon receipt of written notice of such termination by TAMPA BAY WATCH. Within thirty (30) days of receipt of such notice, TAMPA BAY WATCH must, at the option and direction of the County as provided in such notice, refund up to the entire Funding

amount paid by the County; this remedy is notwithstanding that the remainder of this Agreement, except as otherwise provided herein, will terminate immediately upon receipt of such notice. Nothing herein prevents the County from availing itself of all available legal remedies.

13. Assignment

TAMPA BAY WATCH must perform this Agreement. No assignment is allowed without the prior written consent of the County.

14. Notice

All notices, invoices, approvals, and other correspondence required by law and this Agreement must be in writing and delivered via e-mail or USPS Certified Mail to the following respective persons. Notice will be considered delivered when reflected by an e-mail read receipt or a certified mail delivery receipt.

County:

Pinellas County Administration
Attn: Audrey Ables, Assistant to the County Administrator
315 Court Street
Clearwater, Florida 33756
audreyables@pinellas.gov

TAMPA BAY WATCH, INC.:

Attn: Peter Clark, President and Founder
3000 Pinellas Bayway S, Tierra Verde,
FL
pclark@tampabaywatch.org

15. Governing Law

The laws of the State of Florida govern this Agreement.

16. Insurance

TAMPA BAY WATCH shall, require any Contractors and Subcontractors performing work under funding agreement to acquire and maintain insurance coverage that comply with the Insurance, shown on Attachment A, during the term of this Agreement, to include any renewal terms.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives have executed this Agreement on the day and year set forth under their signatures below:

TAMPA BAY WATCH, INC.:

By: _____

Name/Title: Peter Clark
President and Founder

Date: _____

PINELLAS COUNTY, FLORIDA:

By: _____

Name/Title: Barry A. Burton
County Administrator

Date: _____

