

## 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 PALM HARBOR MAIN STREET(PHMS), a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 1151 Nebraska Ave., Palm Harbor, Florida 34683, hereinafter called "PHMS".

### WITNESSETH:

WHEREAS, the County recognizes the benefits the PHMS provides the community;

WHEREAS, the PHMS has demonstrated financial need for expanded community events in the Downtown Palm Harbor Central District (the DISTRICT), which will benefit residents of unincorporated areas of the County;

WHEREAS, the County accordingly desires to use Municipal Services Taxing Unit Grant Funds to assist the PHMS with sponsoring the expanded community events, specifically the 100 Year anniversary of the naming of Palm Harbor and the "Century of Celebrating Community" project will be one of many projects and initiatives that will restore Old Downtown Palm Harbor and the waterfront area as a center of community identity and activity (the Project);

WHEREAS, the PHMS previously provided a budget and price comparison sheet, which is attached hereto and incorporated by reference herein as EXHIBIT A, reflecting the community events resources to be purchased for the Project and the pricing for such equipment;

WHEREAS, PHMS has demonstrated financial need to purchase the community events equipment (the "Project"); and

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

NOW, THEREFORE, in consideration<sub>1</sub> 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 thirty (30) days, the County will issue a check payable to PHMS for the dollar amount equal to the combination of the lowest quotes for the purchase of durable event equipment, streetscape enhancements, marketing materials, and organizational programming materials that can be used for educational purposes for current and future events in the total amount of \$20,000.00 (“Funding”).

PHMS must utilize the Funding exclusively for payment of the materials and services for the Project. PHMS must expend all Funding by January 31, 2026. After the Project is installed, PHMS is solely responsible for maintaining the Project, as well as any costs associated therewith. PHMS’s duty to maintain the Project will survive termination or expiration of this Agreement.

3. Progress Reports

PHMS must deliver written progress reports to the County by (1) August 15, 2025, for the period covering March 31, 2025 through July 31, 2025, and (2) January 15, 2027 for the period covering August 1, 2025 through December 31, 2026. Each report must be signed by an authorized PHMS 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, PHMS must provide a written explanation for such non-activity.

4. Records Retention

PHMS 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. PHMS 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, PHMS must retain all records relating to this Agreement until September 30, 2031.

5. Audit

PHMS 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 PHMS records relating to this Agreement are subject to audit without prior notice by the County until September 30, 2031. A copy of the PHMS's IRS 990 form may be requested by, and provided by PHMS 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 PHMS 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. Liability

Each party agrees to be liable for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of Sovereign Immunity by the County or consent by the County to be sued by third parties in any manner arising from this Agreement. PHMS acknowledges that it is an independent party and not an agent of the County.

9. Compliance with Laws

PHMS 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 PHMS of the County's written confirmation of acceptance of PHMS'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 PHMS, 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 PHMS, 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 PHMS has failed to timely and satisfactorily cure the defect(s), PHMS will be in breach of this Agreement, which will be subject to termination in accordance with this Section Twelve (12).

Failure of PHMS 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 PHMS. Within thirty (30) days of receipt of such notice, PHMS 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

PHMS 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: Nancy McKibben, Assistant to the County Administrator  
315 Court Street  
Clearwater, Florida 33756  
[nmckibben@pinellas.org](mailto:nmckibben@pinellas.org)

Palm Harbor Main Street Association

Attn: Kristina Garcia, President  
1151 Nebraska Ave.  
Palm Harbor, Florida 34683  
[KristinaPHMS@gmail.com](mailto:KristinaPHMS@gmail.com)

15. Governing Law

The laws of the State of Florida govern this Agreement.

16. Insurance

There are no insurance requirements.

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:

PALM HARBOR MAIN STREET ASSOCIATION:

By: Kristina Garcia

Name/Title: Kristina Garcia  
President

Date: 4/1/2025

PINELLAS COUNTY, FLORIDA:

By: Barry A. Burton

Name/Title: Barry A. Burton  
County Administrator

Date: June 4, 2025

**APPROVED AS TO FORM**

By: Donald S. Crowell  
Office of the County Attorney

## PHMS BUDGET PRICE COMPARISON SHEET

[illegible]