

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 FRIENDS OF PALM HARBOR TROOP 26, INC., a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 1000 11th Street, Palm Harbor, Florida 34683, hereinafter called "Friends of Troop 26".

WITNESSETH:

WHEREAS, the County recognizes the benefits the Friends of Troop 26 provides the community and the Boy Scouts Troop 26 in Palm Harbor;

WHEREAS, the Friends of Troop 26 has demonstrated financial need for providing a safe and secure building where community activities can take place, including Troop 26 Boy Scout activities, which will benefit residents of the unincorporated area of Palm Harbor;

WHEREAS, the County accordingly desires to use Municipal Services Taxing Unit Grant Funds to assist the Friends of Troop 26 with maintaining and preserving the Roy Troutman Scout Hut located in downtown Palm Harbor (the Project);

WHEREAS, the Friends of Troop 26 previously provided a budget and price comparison sheet, which is attached hereto and incorporated by reference herein as EXHIBIT A, reflecting the materials to be purchased for the Project and the pricing for such improvements and equipment;

WHEREAS, Friends of Troop 26 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 Friends of Troop 26 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 thirty (30) days of the execution of the funding agreement, the County will issue a check payable to Friends of Troop 26 for the dollar amount equal to the combination of the lowest quotes for the purchase of replacement doors and windows, and maintenance equipment in the total amount of \$20,000.00 (“Funding”).

Friends of Troop 26 must utilize the Funding exclusively for payment of the materials and services for the Project. Friends of Troop 26 must expend all Funding by May 1, 2026. After the Project is completed, Friends of Troop 26 is solely responsible for maintaining the Project, as well as any costs associated therewith. Friends of Troop 26’s duty to maintain the Project will survive termination or expiration of this Agreement.

3. Progress Reports

Friends of Troop 26 must deliver written progress reports to the County by (1) November 15, 2025, for the period covering May 1, 2025 through October 30, 2025, and (2) May 15, 2026 for the period covering November 1, 2025 through April 30, 2026. Each report must be signed by an authorized Friends of Troop 26 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, Friends of Troop 26 must provide a written explanation for such non-activity.

4. Records Retention

Friends of Troop 26 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. Friends of Troop 26 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, Friends of Troop 26 must retain all records relating to this Agreement until at least May 15, 2031.

5. Audit

Friends of Troop 26 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 Friends of Troop 26 records relating to this Agreement are subject to audit without prior notice by the County until May 15, 2031. A copy of the Friends of Troop 26's IRS 990 form may be requested, and provided by Friends of Troop 26, 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 Friends of Troop 26 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. Friends of Troop 26 acknowledges that it is an independent party and not an agent of the County.

9. Compliance with Laws

Friends of Troop 26 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 Friends of Troop 26 of the County's written confirmation of acceptance of Friends of Troop 26'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 Friends of Troop 26, 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 Friends of Troop 26, 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 Friends of Troop 26 has failed to timely and satisfactorily cure the defect(s), Friends of Troop 26 will be in breach of this Agreement, which will be subject to termination in accordance with this Section Twelve (12).

Failure of Friends of Troop 26 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 the receipt of written notice of such termination by the Friends of Troop 26. Within thirty (30) days of receipt of such notice, Friends of Troop 26 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

Friends of Troop 26 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.gov

Friends of Palm Harbor Troop 26, Inc.

Attn: Kathleen Cormier, President
1000 11th Street
Palm Harbor, Florida 34683
KCormiercpa@verizon.net

15. Governing Law

The laws of the State of Florida govern this Agreement.

16. Insurance

There are no insurance requirements for this funding agreement.

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:

FRIENDS OF PLAM HARBOR TROOP 26, INC.:

PINELLAS COUNTY, FLORIDA:

By: Kathleen Cormier
Name/Title: Kathleen Cormier
President

By: _____
Name/Title: Barry A. Burton
County Administrator

Date: 4/9/25

Date: _____

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney