

## **FUNDING AGREEMENT**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2017, between Pinellas County, a political subdivision of the State of Florida (hereinafter "County"), and BE SAFE Inc., a Florida nonprofit corporation, (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 Water Safety Training Facility 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 acquire and operate a water rescue training and education facility in accordance with the terms as described below.

1. County agrees to provide \$125,000.00 to Funds Recipient upon execution of this agreement.
2. Funds Recipient agrees to acquire a facility that will be utilized for water safety training and education programs. The facility will be available for maritime public safety training and boating education (hereinafter "Project").
3. Funds Recipient will acquire the facility within 12 months of receipt of funding.
4. Funds Recipient is an independent party and is not an agent of the County.
5. Indemnification: To the greatest extent of applicable law, Funds Recipient agrees to indemnify and defend County, its officers, and employees, against all claims of any nature whatsoever arising out of the Project.
6. 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.

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator

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\_\_\_\_\_

Mark S. Woodard  
County Administrator

WITNESS:

BE SAFE, INC:

\_\_\_\_\_

\_\_\_\_\_

Manny Sosa  
President