

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 WHISPERING SOULS AFRICAN AMERICAN CEMETERY, INC (WHISPERING SOULS CEMETERY), a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 690 Elm Street Safety Harbor, FL 34695, hereinafter called "WHISPERING SOULS CEMETERY".

WITNESSETH:

WHEREAS, WHISPERING SOULS CEMETERY is a private, non-profit organization for the purpose of caring for the site and ensure its preservation for the African American community;

WHEREAS, the County recognizes the benefits the WHISPERING SOULS CEMETERY provides the community with historic preservation;

WHEREAS, this project consists of installing an irrigation system to ensure the proper maintenance of trees located on the property, in addition to acquiring a storage shed (the "Project");

WHEREAS, the WHISPERING SOULS CEMETERY has demonstrated a financial need for the acquisition of irrigation infrastructure and a storage shed to support its operations, thereby benefiting residents of the unincorporated areas of the County;

WHEREAS, the County accordingly desires to use Municipal Services Taxing Unit Grant Funds to assist the WHISPERING SOULS CEMETERY with establishing an irrigation system and purchasing a storage shed (the Project);

WHEREAS, the WHISPERING SOULS CEMETERY 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;

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

NOW, THEREFORE, in consideration 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 WHISPERING SOULS CEMETERY for the dollar amount equal to the combination of the lowest quotes and service estimates in the total amount of \$6,625.00 ("Funding").

WHISPERING SOULS CEMETERY must utilize the Funding exclusively for payment of the materials and services for the Project. WHISPERING SOULS CEMETERY must expend all Funding by September 30, 2026. After the Project is completed, WHISPERING SOULS CEMETERY is solely responsible for maintaining the Project, as well as any costs associated therewith. WHISPERING SOULS CEMETERY's duty to maintain the Project will survive termination or expiration of this Agreement.

3. Progress Reports

WHISPERING SOULS CEMETERY must deliver written progress reports to the County by (1) June 22, 2026, for the period covering January 21, 2025 through June 21, 2026, and (2) September 30, 2026 for the period covering June 22, 2026 through September 30, 2026. Each report must be signed by an authorized WHISPERING SOULS CEMETERY

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, WHISPERING SOULS CEMETERY must provide a written explanation for such non-activity.

4. Records Retention

WHISPERING SOULS CEMETERY 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. WHISPERING SOULS CEMETERY 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, WHISPERING SOULS CEMETERY must retain all records relating to this Agreement until at least September 30, 2031.

5. Audit

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

WHISPERING SOULS CEMETERY 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 WHISPERING SOULS CEMETERY, 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 WHISPERING SOULS CEMETERY 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

WHISPERING SOULS CEMETERY 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 WHISPERING SOULS CEMETERY of the County's written confirmation of acceptance of WHISPERING SOULS CEMETERY'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 WHISPERING SOULS CEMETERY, including but not limited to the requisite proof of quotes, vendor invoice documents for the Project, or either progress report, is untimely or unsatisfactory, it will provide written notice of the defect(s) to WHISPERING SOULS CEMETERY, 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 WHISPERING SOULS CEMETERY has failed to timely and satisfactorily cure the defect(s), WHISPERING SOULS CEMETERY will be in breach of this Agreement, which will be subject to termination in accordance with this Section Twelve (12).

Failure of WHISPERING SOULS CEMETERY 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 WHISPERING SOULS CEMETERY. Within thirty (30) days of receipt of such notice, WHISPERING SOULS CEMETERY 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

WHISPERING SOULS CEMETERY 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, Community Coordinator
315 Court Street
Clearwater, Florida 33756
audreyables@pinellas.gov

WHISPERING SOULS AFRICAN AMERICAN CEMETERY, INC.:

Attn: Jacqueline Hayes, President
690 Elm Street, Safety Harbor, FL 34695
h.jacqueline40@yahoo.com

15. Governing Law

The laws of the State of Florida govern this Agreement.

16. Insurance

WHISPERING SOULS CEMETERY 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. For the purposes of Attachment A, WHISPERING SOULS CEMETERY is the "Agency" as that term is used in the Attachment.

17. Human Trafficking Certification

In accordance with § 787.06(14), Fla. Stat., contemporaneously with the execution of this Agreement, WHISPERING SOULS CEMETERY must provide the COUNTY with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the WHISPERING SOULS CEMETERY does not use coercion for labor or services as defined in that section.

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:

WHISPERING SOULS AFRICAN
AMERICAN CEMETERY, INC.:

By: 

Name/Title: Jacqueline Hayes

President

Date: 12/14/2025

PINELLAS COUNTY, FLORIDA:

By: _____

Name/Title: Barry A. Burton

County Administrator

Date: _____

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney

Attachment 1 INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756.**

Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Agency of this requirement to provide notice.
 - 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-Agency.
 - 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.

Attachment 1 INSURANCE REQUIREMENTS

- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.