

DONATION AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and _____, whose address is _____, hereinafter referred to as "Donor."

WHEREAS, pursuant to Resolution No. 21-_____, the County has approved a Donation Policy which establishes guidelines for cash donations, including restricted gifts, as defined therein; and

WHEREAS, Donor desires to support _____, by making a gift to the County which is restricted to the purposes as provided herein.

NOW THEREFORE, the County and Donor agree as follows:

1. Donation by Donor. The County hereby certifies that the Donor gifted the sum of \$_____ ("Donated Funds") to the County on _____. The County will cooperate with the Donor to provide such additional information to confirm the donation to the Internal Revenue Service provided; the County makes no warranties or representations regarding the deductibility of the Donated Funds, and the Donor should consult with his/her/its tax professional for advice on this issue. The Donor intends to restrict the use of the Donated Funds to _____ ("Program").

2. Use of Donated Funds. All Donated Funds will be accounted for in accordance with applicable professional standards to maintain their identified purpose, and may be accumulated in the accounts until appropriated by the County for expenditure in accordance with the applicable County budget revenue recognition and appropriation process, and in accordance with the following:

a) the Donated Funds may be accumulated with other restricted gifts for a period not exceeding forty-eight (48) months from the Effective Date for use for the benefit of the Program;

b) if at the end of the time period sufficient donations are not available, the County may provide additional funds to the Program through the County's operating or capital budget, or County staff may propose modifications to the Program. If the County and the Donor approve the proposed modifications to the scope of the Program, the County will complete the Program as modified. If this will not be agreeable to the Donor, the Donated Funds:

must be returned to the Donor, along with any interest earned while held by the County.

OR

may be utilized by the County as provided in the Donation Policy, including budgeting and expending Donated Funds on operating or capital expenditures for the Program as determined by the Board of County Commissioners of the County.

In the event that one of the two immediately preceding options is not selected, this Agreement will be construed as if the second option was selected.

3. Contract Period. This Agreement will take effect on the Effective Date, and shall remain in effect until the Completion of the Program as provided herein unless terminated or amended in writing by the parties as otherwise provided herein.

4. Law Compliance. Each party shall comply with all applicable Federal, State and local laws, rules, regulations and guidelines, relative to performance under this Agreement including state law requirements for county budgets and appropriations.

5. Termination. The County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Donor of its intention to terminate pursuant to this provision. Failure of the Donor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the County.

6. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the event, without the written consent of the other party.

7. Third Party Beneficiaries. Nothing in the Agreement shall be construed to benefit any person or entity not a party to this Agreement.

8. Modifications. This Agreement constitutes the entire Agreement between the parties and may be amended only in writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year set forth next to their signatures below.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

DONOR:

By: _____
County
Administrator

By: _____
Print Name:

ATTEST:

ATTEST:

By: _____
(Attesting Witness' name/title)

By: _____
(Attesting Witness' name/title)