

WOUNDED WARRIORS ABILITIES RANCH FUNDING AGREEMENT

This Agreement, effective upon the date executed below, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and the City of Pinellas Park, (hereinafter "**FUNDS RECIPIENT**").

Recitals

WHEREAS, the **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, the **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 adopted 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 Wounded Warriors Abilities Ranch 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 construct a ranch setting designed to provide recreation and sports programming/activities for military Veterans, their families and the general public in need of a supportive and healing environment in accordance with the terms as described below.

1. Compensation.

- a. **COUNTY** agrees to provide an amount not to exceed \$250,000.00 to Funds Recipient for the scope of work described in Section 2 of this Agreement.
- b. All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **FUNDS RECIPIENT** representative. Invoices shall be sent electronically to the **COUNTY** on a quarterly basis within forty five (45) days of the end of the quarter. The **COUNTY** shall not reimburse the **FUNDS RECIPIENT** for any expenditures in excess of the amount budgeted without prior approval or notification.
- c. The **COUNTY** shall reimburse to the **FUNDS RECIPIENT** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

- d. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

2. Scope of Work.

FUNDS RECIPIENT agrees that the reimbursable funds for the Wounded Warriors Abilities Ranch Project (WWAR) (hereinafter "Project") will be utilized in the construction of components for Phase I of the WWAR project.

- a) The Project will consist of, but is not limited to the construction of a storm water pond, piping, site grading, lighting, a pad for the Fitness Zone, and a portion of a 20' x 20' covered steel picnic pavilion.
- b) The Project will provide a ranch setting design to provide recreation and sports programming and activities for military veterans, their families, and the general public in need of a supportive and healing environment.
- c) This Project shall be designed to comply with the Americans with Disabilities Act (ADA) with a high focus on wheelchair access.
- d) The scope of work shall not be altered without written approval of the **COUNTY**.
- e) The **FUNDS RECIPIENT** shall be responsible for all maintenance and continuing support for the Project, including completion of future phases such that the facilities will be open to the public.
- f) Approval of the Board of County Commissioners in a public hearing is required if the **FUNDS RECIPIENT** desires to restrict public access to the Project. Restricting public access shall include assessing fees or charges for access and enjoyment of the Project.

3. Term of Agreement.

The term of performance of the **FUNDS RECIPIENT** shall commence upon execution of this Agreement and shall expire on December 31, 2017.

4. Independent Contractor.

It is expressly understood and agreed by the parties that **FUNDS RECIPIENT** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **FUNDS RECIPIENT** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **FUNDS RECIPIENT**.

5. **Indemnification.**

The **COUNTY** and **FUNDS RECIPIENT** agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either the **COUNTY** or **FUNDS RECIPIENT**. Nothing herein shall be construed as consent by the **COUNTY** or **FUNDS RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

6. **Assignment/Subcontracting.**

- a) The **FUNDS RECIPIENT** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

7. **Conformity to the Law.**

The Funds Recipient, its employees, agents and contractors shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

8. **Cancellation.**

- a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **FUNDS RECIPIENT** in writing of the intention to cancel, or with cause if at any time the **FUNDS RECIPIENT** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **FUNDS RECIPIENT** 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**.

- b) In the event the **FUNDS RECIPIENT** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **FUNDS RECIPIENT** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

- c) **Public Records.**

The **FUNDS RECIPIENT** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **FUNDS RECIPIENT** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **FUNDS RECIPIENT** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **FUNDS RECIPIENT** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

9. Agreement Management.

Pinellas County Human Services designates the following person(s) as the liaison for the COUNTY:

Tim Burns
Director of Planning and Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

FUNDS RECIPIENT designates the following person(s) as the liaison:

Bart Diebold, Public Works Administrator
City of Pinellas Park
Wounded Warriors Abilities Ranch Project
5141 – 78th Avenue
Pinellas Park, Florida 33781

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator



Mark Woodard

Date: 5/3/, 2017

PINELLAS PARK, FLORIDA

By: 

Sandra L. Bradbury, Mayor

Title

Date: March 23 2017

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 

Assistant County Attorney