

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 NEIGHBORLY CARE NETWORK, INC., a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 13945 Evergreen Avenue, 4th Floor, Clearwater, FL 33762 hereinafter called "NEIGHBORLY CARE".

WITNESSETH:

WHEREAS, NEIGHBORLY CARE owns, operates, and maintains the Sunny Harbor Adult Day Center located at 1015 Omaha Circle, Palm Harbor Florida (the "Center");

WHEREAS, the Center provides quality day services for seniors with physical or memory-related disabilities;

WHEREAS, the County recognizes the benefits that NEIGHBORLY CARE and the Center provide the community;

WHEREAS, NEIGHBORLY CARE has demonstrated financial need to replace the roof of the Center which was damaged by Hurricane Milton (the "Project");

WHEREAS, the County desires to help NEIGHBORLY CARE fulfill its mission: "To improve the lives of older persons in need of home and community-based services. And to provide superior health, home and community-based services, education, consultation and support for wellness and self-directed care.";

WHEREAS, NEIGHBORLY CARE has obtained quotes for the Project, which are attached hereto and incorporated by reference herein as EXHIBIT A, reflecting the roofing services and materials to be purchased for the Project and the pricing for such services and materials;

WHEREAS, the County desires to use Municipal Services Taxing Unit Grant Funds to

assist NEIGHBORLY CARE 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, the County will provide a check payable to NEIGHBORLY CARE for \$20,000.00 ("Funding"). This amount is less than half of the lowest quote in Exhibit A, and NEIGHBORLY CARE is responsible for all remaining costs of construction.

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

3. Progress Reports

NEIGHBORLY CARE must deliver written progress reports to the County by (1) December 15, 2025, for the period covering June 1, 2025 through November 30, 2025, and (2) June 15, 2026 for the period covering December 1, 2025 through May 30, 2026. Each report must be signed by an authorized NEIGHBORLY CARE 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, NEIGHBORLY CARE must provide a written explanation for such non-activity.

4. Records Retention

NEIGHBORLY CARE 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. NEIGHBORLY CARE 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, NEIGHBORLY CARE must retain all records relating to this Agreement until at least September 30, 2031.

5. Audit

NEIGHBORLY CARE 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 NEIGHBORLY CARE records relating to this Agreement is subject to audit without prior notice by the County until September 30, 2031. A copy of the NEIGHBORLY CARE's IRS 990 form may be requested by 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 is not obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify NEIGHBORLY CARE 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

NEIGHBORLY CARE 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 expenses arising out of any act, action, neglect or omission by NEIGHBORLY CARE, 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 NEIGHBORLY CARE 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 may be constructed as a waiver of the County's sovereign immunity or limitation thereof pursuant to §768.28, Florida Statutes.

9. Compliance with Laws

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

Failure of NEIGHBORLY CARE to comply with any provision herein is 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 NEIGHBORLY CARE. Within thirty (30) days of receipt of such notice, NEIGHBORLY CARE 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

NEIGHBORLY CARE 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: Robert "BJ" Gavin, North County, Assistant to the County
Administrator
315 Court Street
Clearwater, Florida 33756
bjgavin@pinellas.org

Neighborly Care Network, Inc.:

Attn: David Lomaka, Executive Director
13945 Evergreen Avenue, 4th Floor
Clearwater, Florida 33762
dlomaka@neighborly.org

15. Governing Law

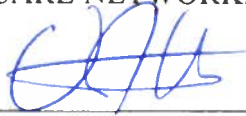
The laws of the State of Florida govern this Agreement.

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:

NEIGHBORLY CARE NETWORK, INC.:

By: 

Name/Title: David Lomaka

Executive Director

Date: 5/15/25

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

EXHIBIT A – ROOFING QUOTE COMPARISON

1. Specialty Roofing \$46,000.00 Recommended
2. Veteran Owned Roofing \$48,128.00
3. Trust Roofing Proposal \$48,942.00
4. Bay to Bay Roofing Proposal \$52,588.00

