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 TAMPA BAY WATCH, INC (TAMPA BAY WATCH), a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 3000 Pinellas Bayway S, Tierra Verde, FL 33715, hereinafter called "TAMPA BAY WATCH".

WITNESSETH:

WHEREAS, TAMPA BAY WATCH is a private, non-profit organization for the purpose of fostering a healthy Tampa Bay watershed through community-driven restoration projects, education programs, and outreach initiatives;

WHEREAS, the County recognizes the benefits the TAMPA BAY WATCH provides the community with community-driven restoration projects, education programs, and outreach initiatives;

WHEREAS, the TAMPA BAY WATCH has demonstrated a financial need for the boat lift replacements that will benefit residents of the unincorporated areas of the County;

WHEREAS, the County accordingly desires to use Municipal Services Taxing Unit Grant Funds to assist the TAMPA BAY WATCH with boat lift replacements (the Project);

WHEREAS, the TAMPA BAY WATCH previously provided a budget and price comparison sheet, which is attached hereto and incorporated by reference herein as EXHIBIT A, reflecting the services and 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 TAMPA BAY WATCH with funding the Project by reimbursing Project costs up to $20,000.00.

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

Upon Project completion, which must occur prior to September 30, 2026, the County will issue a check payable to TAMPA BAY WATCH for the dollar amount equal to the combination of the receipts for services rendered up to the total amount of $20,000.00, after receiving the receipts as proof of payment ("Funding"), and verification of Project completion by physical inspection by County personnel or contractor.

After the Project is completed, TAMPA BAY WATCH is solely responsible for maintaining the Project, as well as any costs associated therewith. TAMPA BAY WATCH's duty to maintain the Project will survive termination or expiration of this Agreement.

3. Records Retention

TAMPA BAY WATCH 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. TAMPA BAY WATCH 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, TAMPA BAY WATCH must retain all records relating to this Agreement until at least five (5) years after final payment by the County.

4. Audit

TAMPA BAY WATCH 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 TAMPA BAY WATCH records relating to this Agreement are subject to audit without prior notice by the County until at least five (5) years from the date of final County payment. A copy of the TAMPA BAY WATCH's IRS 990 form may be requested by, and must be provided by TAMPA BAY WATCH to, the County at any time.

5. 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 TAMPA BAY WATCH 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.

6. 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.

7. Indemnification

TAMPA BAY WATCH 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 TAMPA BAY WATCH, 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 TAMPA BAY WATCH not 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. This provision will survive termination of this Agreement.

8. Compliance with Laws

TAMPA BAY WATCH 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. This provision will survive termination of this Agreement.

9. 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 TAMPA BAY WATCH of the County's final payment of all amounts due pursuant to

this Agreement.

10. Amendment

This Agreement may be amended by mutual written agreement of the parties at any time.

11. Breach and Termination

Failure of TAMPA BAY WATCH 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 TAMPA BAY WATCH. Within thirty (30) days of receipt of such notice, TAMPA BAY WATCH 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.

12. Assignment

TAMPA BAY WATCH must perform this Agreement. No assignment is allowed without the prior written consent of the County.

13. 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, Assistant to the County Administrator
315 Court Street
Clearwater, Florida 33756
audreyables@pinellas.gov

TAMPA BAY WATCH, INC :

Attn:Peter Clark, President and Founder
3000 Pinellas Bayway S, Tierra Verde,
FL 33715
pclark@tampabaywatch.org

14. Governing Law

The laws of the State of Florida govern this Agreement.

15. Human Trafficking Certification

In accordance with § 787.06(14), Fla. Stat., contemporaneously with the execution of this Agreement, TAMPA BAY WATCH 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 TAMPA BAY WATCH 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:

TAMPA BAY WATCH, INC.:

By: _____

Name/Title: ~~Peter Clark~~ Dwayne Hrgist
~~President and Founder~~ CEO

Date: 10/28/2025

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

EXHIBIT A

Marine Specialty State License # SCC131151818
4790 95th St. N. St. Petersburg, FL 33708
EdgeMarineConstruction.com
Phone: (727) 482-9573

QUOTE

Tampa Bay Watch
c/o Peter Clark
3000 Pinellas Bayway S.
Tierra Verde, FL 33715

Date: 10/21/2025
Site Address: Same
Phone: (727) 867-8166
Email: pclark@tampabaywatch.org

DESCRIPTION OF WORK

- Supply and install **(2) new 10,000 lb. capacity Neptune Standard Direct Drive boatlifts – each on existing 4 piling**
- Price includes **SEArmor Package**: SEArmor Corrosion Resistant Winders, Grey Nylon Drive Pipe Covering, and Grey Nylon Guide Poles. If you do not want this upgrade, please deduct **$295.00** from total.
- Price includes **TEC II L/S Control Box** with **Wireless Remote**
- Price includes a **Limit Switch**
- **Price includes Cable Keepers**

PRICE AND LEAD TIME IS ONLY VALID FOR 30 DAYS AFTER RECIEPT

The above work will be completed in accordance with the terms, conditions, and specifications herein, for the sum of __$23,000.00_____.

Payment to be made as follows: **A nonrefundable deposit of 25% ($5,750.00) is due upon acceptance of contract for permitting and administrative fees. REMAINDER ($17,250.00) DUE UPON COMPLETION OF WORK PERFORMED BY EDGE MARINE CONSTRUCTION LLC.** PLEASE NOTE THAT PAYMENT IS TO BE MADE BY CHECK. CREDIT CARDS ARE NOT ACCEPTED. **FINAL PAYMENT MUST BE PAID AFTER JOB COMPLETION REGARDLESS OF UTILITY WORK (ELECTRIC/WATER) COMPLETION AND/OR IF PERMITS ARE NOT SIGNED OFF.**

THIS CONTRACT AMOUNT IS BASED ON JETTING AND DRIVING PILING. ANY ADDITIONAL METHOD USED TO OBTAIN MINUMUM PENETRATION WILL REQUIRE ADDITIONAL CHARGES. IF GEOLOGICAL CONDITIONS PREVENT EDGE MARINE CONSTRUCTION LLC FROM COMPLETING SPECIFIED WORK, THE COST OF SUCH WORK WILL BE DEDUCTED FROM THE CONTRACT AMOUNT AS APPROPRIATE. EDGE MARINE CONSTRUCTION LLC WILL NOT BE OBLIGATED TO COMPLETE FURTHER WORK BEYOND THEIR CAPABILITIES. THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS. A LABOR AND MATERIAL PRICE INCREASE MAY APPLY IF THE WORK IS NOT COMPLETED WITHIN NINETY DAYS OF THE CONTRACT DATE. ALL DIMENSIONS ARE APPROXIMATIONS. FINAL DIMENSIONS MAY BE DIFFERENT THAN DRAWN DIMENSIONS DUE TO MATERIAL VARIATIONS AND TRIMMING. THIS CONTRACT DOES NOT INCLUDE ANY UTILITY WORK UNLESS SPECIFICALLY STATED ABOVE.

DISCLAIMER: Edge Marine is not responsible for any component / part / useability of an owner provided boatlift, including the re-installation of an existing boatlift.

DISCLAIMER: Due to water level change, boat lifts may not be useable at all times.

DISCLAIMER: If release of lien needs to be recorded within 365 days after commencement, there will be a $50.00 administrative fee.

Print: _____ Signature: _____ Date: _____

Pelican Lift Services Inc.

5829 18th Avenue South
Gulfport, FL 33707

Estimate

Date	Estimate #
10/15/2025	1151

Name / Address
TAMPA BAY WATCH Peter Clark 3000 PINELLAS BAYWAY SOUTH TIERRA VERDE,FL 33715

LIFTS

Project

Description	Qty	Cost	Total
Remove existing(2) Hi Tide 9K lifts Replace with aluminum 10K Boat Lift US direct drive lifts complete with new TEC 2 REMOTE boxes, all lift wiring (not dock wiring) LIFT # 1 aluminum bunks for V hull type boats LIFT #2 aluminum bunks for skiff ,flat style , cat hull type all parts and labor a 25% deposit is required to order lifts	1	25,509.00	25,509.00
DISCLAIMER:Pelican Lift Services Inc. is not liable for dock,piling,seawall or any parts of the lift. Pelican Lift Services Inc. is also not responsible for person or persons operating the lift. All parts supplied are warranted by manufactures not Pelican lift Services Inc. X _____ ____		0.00	0.00

Any Questions Please Call. Thank You . Mark

Subtotal	$25,509.00
Sales Tax (7.0%)	$0.00
Total	$25,509.00

Gulf & Bay Dock Works
1510 51st St S
Gulfport, FL 33707 US
+17272529915
office@gulfandbaydockworks.com

Estimate

ADDRESS
Peter Clark
Tampa Bay Watch RFP
3000 Pinellas Bayway S
Tierra Verde, FL 33715

ESTIMATE # 5196
DATE 10/14/2025

ACTIVITY		QTY	RATE	
	Boat Lift Estimate, Existing Pilings			
Deco Lift - 10000# CRS	10000# Deco Concept CRS Lift Includes: - Relocation of 4 existing pilings in as is condition - 1 set of Bunks - Remote w/ Auto-Stop *Rate is per lift DECO CRS Concept Lift accounted for 98% of our sales in 2024; however, we also offer more cost-conscious alternatives upon request.	2	13,204.76	26,409.52
Note - Existing Pilings	Lift to be installed on existing pilings. Existing pilings to remain as is condition. NOTE: If any pilings are deemed to not be re-usable then additional pricing will be needed. New Piling = $1,000 per piling New Piling Wrap = $85 per piling for pilings that are submerged up to 10 feet.	1	0.00	0.00
Piling ReWrap	TBD Using our dual layer system to protect your new pilings from boring worm infestation	0	125.00	0.00

ACTIVITY		QTY	RATE	
	*Rate is per piling wrapped. *DISCLAIMER: Rate is for standard wrap, pilings deeper than 10' will be charged an additional fee. Additional rate per piling wrapped is $10 for each 5' increment over 10 feet.			
Permitting	If Gulf & Bay Dock Works needs to file for a new permit or modify an existing permit then additional fees will apply.	1		0.00

Thank you for your business. We accept bank transfers or checks for each invoice. You can pay online or we can pick up the check. Disclaimer: If any work has been performed previously without being permitted, the customer will be responsible for after the fact permit fines.

Upon approval of the estimate, a formal contract will be sent. The contract will not include utility work unless otherwise specified above.

Funds are due upon receipt once work is completed. A 10% late fee will be charged every 30 days overdue.

If deposit is required, it will be invoiced separately.

TOTAL **$26,409.52**

Accepted By

Accepted Date

HUMAN TRAFFICKING AFFIDAVIT

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Tampa Bay Watch, Inc (the "Contractor"), hereby attests that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned must be an authorized representative of the Contractor who can execute this affidavit on the Contractor's behalf.

Under penalties of perjury, I Dwayne F. Virgint, declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____

Print Name: Dwayne F. Virgint

Date: 10/28/2025

Federal Work Authorization User Identification No.: 59-3191962

Name of Pinellas County Contract and Contract No.: N/A

STATE OF FLORIDA COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of 1) physical presence ☑ or 2) online notarization ☐, this October 28 2025 (date) by Dwayne Virgint of Tampa Bay Watch, a nonprofit Florida corporation, on behalf of the corporation.

He/she is personally known to me or has produced (Known to me) as identification.

[Notary Seal]

Notary Public State of Florida
Brittany M. Bogart
My Commission HH 576184
Expires 8/1/2028

Notary Public: Brit Bogart

Name typed, printed, or stamped: Brittany Bogart

My Commission Expires: 08/01/2028