

FUNDING AGREEMENT

This Agreement, made this ____ day of _____, 2017, between Pinellas County, a political subdivision of the State of Florida (hereinafter "County"), and Boating Education, Search and Rescue, and Friends of the Environment, Inc. a/k/a BE SAFE Inc., a Florida nonprofit corporation, (hereinafter "Funds Recipient").

Recitals

WHEREAS, Pinellas 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, 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 approved 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 described in Resolution 16-90 - necessary to effectuate the water safety training facility 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 acquire and operate a water rescue training and education facility in accordance with the terms as described below.

1. County agrees to provide \$125,000.00 to Funds Recipient at the closing of the purchase of the property to be used for the Project described in paragraph 2 of this agreement. Funds Recipient shall provide written notice not less than days prior to the closing of the date, time, location of the closing and any other material details requested, which may include but not be limited to the names of parties or escrow agents and routing numbers and or wire instructions necessary to make the payment by the County at the closing as contemplated herein.
2. Funds Recipient agrees to acquire a facility that will be utilized for water safety training and education programs. The facility will be available for maritime public safety training and boating education. The facility shall be comprised of the properties attached hereto as Exhibit A hereinafter "Facility" (the Facility and services referenced in this paragraph are collectively hereinafter "Project").
3. Funds Recipient shall include within the deed to be recorded reflecting the purchase of the Facility, or within a document recorded contemporaneously with the deed, a deed restriction on the whole of the Facility as follows:

"The property described herein was purchased in part with a \$125,000.00 funding agreement grant from Pinellas County. The purpose of the grant from Pinellas County requires that the property described herein be used for the provision of maritime public safety training and boating education. Such training and education shall be made available

to the public subject only to the recovery of the costs of providing such training and education. In the event that the property described herein is sold (excepting the sale to an entity which continues to provide such training and education as described herein), or otherwise fails to provide such training and education for a period of more than sixty (60) consecutive days, Pinellas County shall be entitled to recover the amount of the grant from the grantee or from the proceeds of the sale of the property. This restriction shall continue for a period of five (5) years from the date of the recording of the deed to the property, and at that time shall have no further force or effect unless the right of recovery of the proceeds has been triggered as provided herein prior to the expiration of the effect of this restriction.”

4. Funds Recipient will acquire the Facility and close such purchase transaction prior to October 1, 2017re.
5. Funds Recipient is an independent party and is not an agent of the County.
6. Indemnification: To the greatest extent of applicable law, Funds Recipient agrees to indemnify and defend County, its officers, and employees, against all claims of any nature whatsoever arising out of the Project.
7. Funds Recipient shall, in all aspects of the Project, ensure that Funds Recipient, its employees, agents or contractors shall be in compliance with all applicable laws.
8. Funds Recipient shall retain for a period of not less than seven (7) years, and make available for audit and inspection by the County or its contractors or agents at all reasonable times, all records relating to this Agreement.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2017.

WITNESS:

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

Mark S. Woodard
County Administrator

WITNESS:

BOATING EDUCATION, SEARCH AND RESCUE,
AND FRIENDS OF THE ENVIRONMENT, INC.:

Manny Sosa
President