

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 OZONA VILLAGE IMPROVEMENT SOCIETY (OVIS), a non-profit Florida corporation in unincorporated Pinellas County, with its principal address located at 341 Bay Street, Ozona, Florida 34660, hereinafter called "OVIS".

WITNESSETH:

WHEREAS, OVIS owns, operates and maintains the Ozona Village Hall located at 341 Bay Street, Ozona, Florida (the "Hall");

WHEREAS, the Hall was built in 1899 by volunteers to serve as the community town center and provide a focal point for community leadership;

WHEREAS, The Board of County Commissioners designated the Hall as an Historic Local Landmark on November 10, 2015;

WHEREAS, the County recognizes the benefits that OVIS and the Hall provide the community;

WHEREAS, the County desires to help OVIS to fulfill its mission: "To preserve, promote, and protect the unique qualities of Ozona";

WHEREAS, OVIS has demonstrated financial need to perform repairs and restoration of the interior floors and exterior siding of the Hall (the "Project");

WHEREAS, OVIS has obtained quotes for a portion of the Project, and, as a requirement of the Historic Preservation Board in order to get a Certificate of Appropriateness (COA), obtained pricing as sole source for specialty lap siding used for old Florida vernacular architecture to match as closely as possible the original wood siding;

WHEREAS, the County desires to use Municipal Services Taxing Unit Grant Funds to assist OVIS 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 shall include a check payable to OVIS for the dollar amount equaling the combination of the lowest quotes and the sole source pricing for the siding in the total amount of \$18,782.50 ("Funding").

OVIS shall utilize the Funding exclusively for payment of the materials and services for the Project. OVIS shall expend all Funding by March 30, 2025. After the Project is installed, OVIS shall be solely responsible for maintaining the Project, as well as any costs associated therewith. OVIS's duty to maintain the Project shall survive termination or expiration of this Agreement.

3. Progress Reports

OVIS shall deliver written progress reports to the County by (1) October 15, 2024, for the period covering April 1, 2024 through September 15, 2024, and (2) April 15, 2025 for the period covering September 1, 2024 through March 30, 2025. Each report shall be signed by an authorized OVIS 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, OVIS shall provide a written explanation for such non-activity.

4. Records Retention

OVIS 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. OVIS shall 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, OVIS shall retain all records relating to this Agreement until at least September 30, 2029.

5. Audit

OVIS shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use of Funding. Notwithstanding the termination or expiration of this Agreement, all OVIS records relating to this Agreement shall be subject to audit without prior notice by the County until September 30, 2029. A copy of the OVIS'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 shall be 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 shall 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 OVIS in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall 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, shall 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 shall 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. Liability

Each party agrees to be liable for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of Sovereign Immunity by the County or consent by the County to be sued by third parties in any manner arising from this Agreement. OVIS acknowledges that it is an independent party and not an agent of the County.

9. Compliance with Laws

OVIS shall 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 shall commence upon execution by both parties and, unless terminated earlier by the County in accordance with Section Twelve (12) below, expire upon receipt by OVIS of the County's written confirmation of acceptance of OVIS'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 OVIS, including but not limited to the requisite proof of quotes, construction documents for the Project, or either progress report, is untimely or unsatisfactory, it shall provide written notice of the defect(s) to OVIS, who shall then have thirty (30) days from receipt of said notice to cure said defect(s). If the County, in its reasonable discretion, determines that OVIS has failed to timely and satisfactorily cure the defect(s), OVIS shall be deemed in breach of this Agreement, which shall be subject to termination in accordance with this Section Twelve (12).

Failure of OVIS to comply with any provision herein shall be considered a material breach of the Agreement. Should the County, in its reasonable discretion, determine that such a breach has occurred, this Agreement shall be subject to immediate termination by the County upon receipt of written notice of such termination by OVIS. Within thirty (30) days of receipt of such notice, OVIS shall, 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, shall terminate immediately upon receipt of such notice. Nothing herein shall prevent the County from availing itself of all available legal remedies.

13. Assignment

OVIS shall perform this Agreement. No assignment shall be allowed without the prior written consent of the County.

14. Notice

All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the following respective persons. Notice shall be considered delivered when reflected by an e-mail read receipt or a certified mail delivery receipt.

County:

Pinellas County Administration
Attn: Nancy McKibben, Assistant to the County Administrator
315 Court Street
Clearwater, Florida 33756
nmckibben@pinellas.org

Ozona Village Improvement Society, Inc.:

Ozona Village Improvement Society
Attn: Brian Smith, President
341 Bay Street
Ozona, Florida 34660
smithozona@gmail.com

15. Governing Law

The laws of the State of Florida shall govern this Agreement.

16. Insurance

OVIS shall provide insurance coverage and limits as shown on Attachment A:

Insurance Requirements attached.

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:

OZONA VILLAGE IMPROVEMENT SOCIETY:

PINELLAS COUNTY, FLORIDA:

By: _____

Name/Title: Brian Smith
President

By: _____

Name/Title: Barry A. Burton
County Administrator

Date: _____

Date: _____

Attachment A: Insurance Requirements

Notice: The OVIS must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below.

The OVIS shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) The OVISs current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If OVIS does not currently meet insurance requirements from their broker or agent that any required insurance not provided at that time of execution will be in place prior to commencement of work.
- b) Prior to commencement of work, OVIS shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the

insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.

- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the OVIS and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County a Political Subdivision of the State of Florida as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the OVIS to the County at least thirty (30) days prior to the expiration date.
 - (1) OVIS shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said OVIS from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**
 - (2) Should the OVIS, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the OVIS for such purchase or offset the cost against amounts due to OVIS for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance

company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

If subcontracting is allowed under this Quote, the Prime OVIS shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

- (1) All subcontracts between OVIS and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to OVIS to the same extent OVIS is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from OVIS to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers

compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. OVIS shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If OVIS is a Joint Venture per Section A. titled Joint Venture of this Quote, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the OVIS is only using employees named on such list to perform work for the County. Should employees not named be utilized by OVIS, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the OVIS to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the OVIS and subcontractor(s).

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation

Insurance Limit: Florida

Statutory

Employers' Liability Limits:

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits:

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Property Insurance OVIS will be responsible for all damage to its own property, equipment and/or materials.