

AGREEMENT **(Animal Services Center)**

This Agreement (this "Agreement") is made and entered into as of April 15, 2025 (the "Effective Date") by and between **BERNARD LITTLE, JR. and his wife, MARY JANE HUNT** (the "Founders") and the **MARION COUNTY BOARD OF COUNTY COMMISSIONERS** (the "County").

RECITALS:

WHEREAS, Marion County Animal Services is in the process of building a new animal services facility located at 6405 W. Hwy. 40, Ocala, Florida 34482 (the "Project") and the County has committed to funding Twenty-Four Million Three Hundred Forty-Seven Thousand Five Hundred Eighty-Nine Dollars (\$24,347,589.00) for the Project (the "County's Commitment").

WHEREAS, the Founders created the **Saint Bernard Foundation, Inc.**, a Florida Not-For-Profit Corporation (the "Foundation"), and propose to request a grant from the Foundation for One Million Dollars (\$1,000,000.00) (the "Grant") to be paid to the County for the Project.

WHEREAS, the Founders intend the Grant to be incremental to the County's Commitment and not a part of the County's Commitment.

WHEREAS, the County accepts the Grant, and agrees to its conditions, covenants, roles and responsibilities set forth below.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
2. **The Grant Purpose.** The Founders are requesting the Grant from the Foundation to provide additional funding for the Project.
3. **The Grant Amount.** The Founders shall request the Grant from the Foundation in the amount of One Million Dollars (\$1,000,000.00). The Founders shall request the Grant upon the Effective Date of this Agreement. The Foundation will consider and rule on the Grant request within ten (10) days of receipt of a complete application. Should the Grant be approved by the Foundation, the Foundation shall pay the Grant as soon as the County is in compliance with the conditions and covenants of this Agreement.

The Grant is payable to the County at the sole discretion of the Foundation. The responsibility of the Founders is to request the Grant.

4. **The Grant Conditions and Covenants.** As a condition of the Grant, the County shall restrict the use of the Grant to the capital improvements for the Project. In addition, the County shall use the Grant for the Project as additional funding to the County's Commitment.

The County and the Founders shall ensure that NO Grant funds are used for the benefit of the Founders or any family members of the Founders, and that the Grant is made and administered in accordance with its tax-exempt purpose.

The County agrees that the Founders and the Foundation may, upon reasonable written notice and coordination, monitor use of the Grant, including making site visits, reviewing books and records and other material, including financial records of the County arising under or related to this Agreement. The Founders and Foundation may also require an outside audit of any or all expenses paid from the Grant, the cost of any such audit to be borne by the Founders or the Foundation.

5. **Future Grants.** It is the intent of the Founders to request additional Grants from the Foundation for the County. The County acknowledges and agrees that this intent to make additional Grants is not a pledge and does not create a legally binding obligation on the Founders or the Foundation.
6. **Naming and Recognition.** While the Grant is not anonymous, the Founders are not seeking publicity or recognition for the Grant; however, the County and the Founders may mutually agree on any recognition for the Grant, whether it be public recognition, private recognition, or internal recognition. The County agrees to provide the Founders with advanced copies of any planned recognition materials for the Founders' approval. The County will not release any recognition materials without the prior written consent of the Founders.

At any time and for any reason, the Founders may require the County to cease use of the names of the Founders. Such requirement shall be in writing.

Notwithstanding the foregoing, the Founders and Foundation recognize the Agreement is subject to the Public Records Law, Chapter 119, Florida Statutes, and may need to be made public pursuant thereto.

7. **Administration.** The County will serve as recipient and administrator of the Grant subject to the provisions of Florida Statutes.

Notwithstanding anything herein or otherwise to the contrary, it is the Founders' intention that the County SHALL NOT appropriate or accumulate the Grant funds. Pursuant to Florida Statutes 617.2104(4)(b), the Founders are hereby specifically limiting the County's ability to appropriate or accumulate the Grant funds.

8. **Governing Law.** Each party hereto consents and agrees, with respect to any claim or cause of action, whether in law or equity, including specific performance, arising under or in any way relating to this Agreement, to the exclusive jurisdiction of, and venue in, Marion County, Florida.
9. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the representative parties.

10. **Assignment.** The County may not assign any of its rights or obligations under this Agreement without the written consent of the Founders. The Founders may assign any of their rights under this Agreement.
11. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.
13. **Entire Agreement.** This Agreement is the exclusive statement of the agreement among the parties concerning the subject matter hereof. All discussions among the parties are merged into this Agreement and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein.
14. **Amendment of the Agreement.** The Founders and the County agree that this Agreement can be amended during the lifetime of the Founders with the written consent of all parties.
15. **Notices.** All communications required by this Agreement to be in writing will be emailed, mailed or sent by courier to:

Founders

Bernard Little, Jr.
Mary Jane Hunt
P.O. Box 5279
Ocala, FL 34478-5279
BernardLittle@me.com
MaryJaneHunt@me.com

County

Mounir Bouyounes, P.E.
Marion County Administrator
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471
Mounir.bouyounes@marionfl.org

With a copy to:

James W. Goodwin, II
Macfarlane Ferguson & McMullen
P.O. Box 1531, Tampa, FL 33601
(813) 273-4337
JWG@macfar.com

Any notices on behalf of a party may be signed, and sent, by an attorney for that party. Any changes to the above communication parties must be made in writing.

16. **Effective Date.** This Agreement will become effective as of the date first set forth above (the "Effective Date").

IN WITNESS WHEREOF, each party has executed this Agreement as of the date first set forth above.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

By: Kathy Bryant
Kathy Bryant
Chairman

FOUNDERS:

By: _____
Bernard Little, Jr.
Founder

Attest:

By: Gregory C. Harrell
Gregory C. Harrell
Clerk of the Circuit Court

By: _____
Mary Jane Hunt
Founder

For acknowledgement purposes only, and not as a party to this Agreement:

SAINT BERNARD FOUNDATION, INC.

By: _____
James W. Goodwin, II
Director & Secretary

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Signed by:
By: Matthew G. Minter
5CEA19924957426
Matthew G. Minter
Marion County Attorney

IN WITNESS WHEREOF, each party has executed this Agreement as of the date first set forth above.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

By: *Kathy Bryant*
Kathy Bryant
Chairman

FOUNDERS:

DocuSigned by:
Bernard Little, Jr.
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Bernard Little, Jr.
Founder

Attest:

By: *G. C. Harrell*
Gregory C. Harrell
Clerk of the Circuit Court

DocuSigned by:
Mary Jane Hunt
57D176B96A904C2
Mary Jane Hunt
Founder

For acknowledgement purposes only, and not as a party to this Agreement:

SAINT BERNARD FOUNDATION, INC.

DocuSigned by:
James W. Goodwin, II
5J5E0FA500C28490
James W. Goodwin, II
Director & Secretary

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Signed by:
Matthew G. Minter
5CFA18924957428
Matthew G. Minter
Marion County Attorney