

**FUNDING AGREEMENT  
BETWEEN  
ORANGE COUNTY, FLORIDA  
AND  
BOYS & GIRLS CLUBS OF CENTRAL FLORIDA**

**THIS FUNDING AGREEMENT** (the “Agreement”) is made and entered by and among Orange County, Florida, a charter county and political subdivision of the State of Florida (the “County”) and Boys & Girls Clubs of Central Florida, Inc., a Florida non-profit corporation (“BGCCF”) (collectively the “Parties”) effective as of the date (“Effective Date”) set forth below.

**RECITALS**

**WHEREAS**, the County and BGCCF are currently parties to that certain contract, Contract No. Y21-143, pursuant to which BGCCF has the right to utilize the West Orange Recreation Center in Winter Garden, Florida, to provide certain youth program services (“Current BGCCF Location”);

**WHEREAS**, the City of Winter Garden (“City”) owns certain real property located at 459 9th Street, Winter Garden, Florida 34747, Parcel ID No. 12-22-27-6496-14-003 consisting of approximately 7.49 acres (“Future Site Location”);

**WHEREAS**, the City is willing to have BGCCF construct a new building and improvements, as hereinafter described, on approximately 2.5 acres of the property owned by the City at the Future Site Location (the “Project” or sometimes the “New BGCCF Center”) and the City has identified the location (“Building Site”) within the Future Site Location where the provision of youth program services by BGCCF will take place;

**WHEREAS**, BGCCF will move from the Current BGCCF Location to the Future Site Location when the New BGCCF Center is completed in accordance with the terms and conditions stated herein; and

**WHEREAS**, on March 14, 2024, City and BGCCF entered into a long-term ground lease agreement for land at the Future Site Location (“Ground Lease Agreement”); and

**WHEREAS**, on June 4, 2024, County, BGCCF and City entered into a Memorandum of Understanding (“MOU”) to memorialize their intentions with respect to the Project, subject to the parties entering into the Agreement; and

**WHEREAS**, as BGCCF has started construction of the Project, the County henceforth agrees to contribute funds to BGCCF’s Project as set forth in the MOU.

**NOW, THEREFORE**, the County and BGCCF agree as follows:

1. ***Incorporation.*** The recitals set forth above are true and correct and are incorporated by reference herein as if fully set forth herein.

2. ***Project Description.*** The Project consists of constructing a 20,000 sq. ft. building and associated parking and infrastructure improvements.

3. ***General Responsibilities BGCCF.*** With construction started, BGCCF has determined that the Future Site Location is a suitable site for the Project in terms of size, shape, location, environmental condition, title, and other attributes. BGCCF shall remain responsible, at its sole cost and expense (except as hereinafter specifically provided) for all aspects of the Project, including, but not limited to, design, bidding, procurement, permitting, site preparation, including bringing or relocating utilities and environmental remediation, project management and construction. BGCCF, by and through its designated agents, shall also continue to manage and coordinate all aspects of the Project in accordance with construction plans approved by the City, so long as such plans comply with all applicable codes and legal requirements. All contracts shall be in the name of BGCCF, and BGCCF shall be solely responsible for any payments required thereunder. BGCCF shall be the owner of the building and other improvements and shall retain all naming rights for the building. BGCCF shall be solely responsible for all maintenance, repairs, and future capital improvements with respect to same.

4. ***Funding of the Project/Restriction on Use of Funds.*** County has received written confirmation by BGCCF that all other funds necessary to complete the Project based on the final construction plans have been secured and County has confirmed that a professionally prepared contract was executed by the BGCCF that is within the total Project budget. As a result, County will fund up to a maximum of FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000) in cash funds for the Project within forty five (45) days of the issuance of the Certificate of Occupancy for the Project. No additional funds shall be provided by the County. Any funds advanced by the County which are not utilized for the Project shall be refunded to the County as soon as practicable. Any funds advanced by the County shall be utilized only for the Project. All other funds of any kind required for the Project shall be the responsibility of BGCCF.

5. ***BGCCF Continuing Use of Current Location Until Completion.*** Upon completion of the Project and BGCCF's commencement of occupancy of the New BGCCF Center, BGCCF's right to utilize space at the Current BGCCF Location under Contract No. Y21-143 shall terminate and County shall be relieved of any obligation to provide BGCCF's use of the premises at the Current BGCCF Location. BGCCF will thereafter only look to the Ground Lease Agreement with the City for its use and occupancy of the New BGCCF Center.

6. ***No Joint Venture; Release; Indemnification; Sovereign Immunity.*** Nothing herein shall constitute or be construed as a partnership or joint venture between the County and BGCCF. The parties intend that in any subsequent agreements resulting from this Agreement, there will be incorporated such specific provisions whereby BGCCF and its contractor(s) will release, indemnify and hold the County harmless with respect to its construction of the Project. The parties agree that the County's sole responsibility shall

be limited to funding. Nothing herein shall be construed as a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time, or County's consent to be sued.

7. **Term.** This Agreement, including, but not limited to, the County's funding obligations hereunder, shall remain in effect until July 19, 2026, at which time they shall expire without further notice, unless extended by a formal written amendment to this Agreement.

8. **No Third-Party Beneficiaries/No Assignment.** This Agreement is for the exclusive benefit of the parties and not for the benefit of any third party. The rights and responsibilities under this Agreement may not be assigned.

9. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which shall together constitute one and the same instrument.

10. **Effective Date.** The Effective Date of this Agreement shall be the date that the last party executes the Agreement following any required governing board approval.

11. **Attorney's Fees and Costs.** Each of the parties shall be responsible for their own attorney's fees and costs, including expert fees, in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

12. **Venue.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

13. **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this Funding Agreement as of the dates set forth in their respective acknowledgments below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
as Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**BOYS & GIRLS CLUB OF CENTRAL  
FLORIDA, INC.**



By: \_\_\_\_\_  
Jamie Merrill  
Title: Chief Executive Officer

Date: 12-16-2025

STATE OF FLORIDA   )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me, a Notary Public, by means of ☐ physical presence, or ☒ online notarization, this 16 day of December, 2025, by Jamie Merrill, who, ☒ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida

Name typed, printed or stamped  
My Commission Expires: 9-12-2026