

DEP AGREEMENT NUMBER: F2104  
FCT PROJECT NUMBER: 20-004-FF21  
PROJECT NAME: GLADYS DOUGLAS HACKWORTH PROPERTY ACQUISITION  
CSFA NUMBER: 37.078

### **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (“Agreement”) is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”) or (“Trust”), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection (“Department”), and the City of Dunedin, a Florida municipal corporation, and Pinellas County, a Florida political subdivision (“Recipients”). All capitalized terms are used as they are defined in Rule Chapters 62-818 and 62-819, Florida Administrative Code (“F.A.C.”).

#### **THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:**

**WHEREAS**, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act (“Project Sites”). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (“F.S.”).

**WHEREAS**, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

**WHEREAS**, Rule Chapter 62-818, F.A.C., sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule Chapter 62-819, F.A.C., sets forth the acquisition procedures.

**WHEREAS**, on October 29, 2021, the FCT Governing Board approved selected projects to receive approval for funding.

**WHEREAS**, the Recipients’ Project (“Project”), described in an application submitted for evaluation, was selected for funding in accordance with Rule Chapter 62-818, F.A.C., and by executing this Agreement the Recipients reaffirm the representations made in its application.

**WHEREAS**, Rule 62-818.009, F.A.C., authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

**WHEREAS**, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipients prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

**NOW THEREFORE**, FCT and Recipients mutually agree as follows:

## **I. PERIOD OF AGREEMENT**

1. This Agreement will begin upon execution by the Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipients demonstrate that they have made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipients' control warrant an extension of time. Recipients must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipients to perform under the terms of this Agreement; the good standing of the Recipients (including any entity related to or affiliated with Recipients); the Recipients' past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipients do not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipients' FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

## **II. MODIFICATION OF AGREEMENT**

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

## **III. DEADLINES**

1. At least two original copies of this Agreement must be executed by the Recipients and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipients. If the Recipients require more than one original document, the Recipients may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipients.

2. The Recipients and/or their representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipients' failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipients must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipients must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipients must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipients may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

#### **IV. FUNDING PROVISIONS**

1. The FCT Florida Forever Award granted to the Recipients ("FCT Award") will in no event exceed **Forty percent (40%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **Two Million Four Hundred Thousand dollars (\$2,400,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. below. The Recipients will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipients' estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C. FCT will participate in the land cost at either the actual purchase price or the maximum amount, whichever is less, both subject to Rule 62-819.007, F.A.C. Additionally, pursuant to Rule 62-819.007, F.A.C., FCT will further adjust the dollar value of the FCT Award after determination of the maximum amount that may be paid for the Project based upon the appraisals approved by the Division of State Lands within the Department of Environmental Protection. By amendment to this Agreement, FCT may increase or decrease the Award based on the availability of FCT funds. Upon such adjustment, the term "Award" will mean the Award as adjusted.

3. If Recipients' Acquisition Costs exceed the amount indicated in the application, FCT's reimbursement will be limited to the amount or percentage estimated in the application.

4. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-

1.006 and 18-1.007, F.A.C. If the Recipients purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipients' application). If the Recipients purchased the property without obtaining an appraisal, the Recipients are required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

5. The FCT Award will be delivered either in the form of Project Costs to the Recipients or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipients are required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

6. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipients (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

7. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipients for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

8. By executing this Agreement, the Recipients affirm that they are ready, willing, and able to provide any required Match.

9. If one of the Recipients is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipients can arrange for new appraisals based on the previous highest and best use.

10. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

11. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipients' or subrecipients' accounting system cannot comply with this requirement, the Recipients or subrecipients must establish a system to provide adequate fund accountability for each project it has been awarded.

12. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipients under this Agreement. The Recipients, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipients to the date repayment is made by the Recipients to FCT.

13. If the Recipients recover costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipients must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipients to the date repayment is made to FCT by the Recipients.

14. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder which are not otherwise cured. For pre-acquired Project Sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

15. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

## **V. NOTICE AND CONTACT**

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipients to:

**Florida Communities Trust**  
**3900 Commonwealth Boulevard, MS#115**  
**Tallahassee, FL 32399**  
**Telephone: 850-245-2501**  
**Email: [floridacommunitiestrust@floridadep.gov](mailto:floridacommunitiestrust@floridadep.gov)**

2. All contact and correspondence from FCT to the Recipients will be through the key contact as required by Rule Chapters 62-818 and 62-819, F.A.C. Recipients hereby notify FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipients for purposes of coordinating project activities for the duration of the Project:

**Name: Vince Gizzi**  
**Organization: The City of Dunedin**  
**Title: Director of Parks and Recreation**  
**Address: 1920 Pinehurst Road**  
**Dunedin, FL 34698**  
**Telephone: 727-812-4531**  
**E-mail: [vgizzi@dunedinfl.net](mailto:vgizzi@dunedinfl.net)**

**With required copy to: Name: Lanie Sheets**  
**Organization: The City of Dunedin**  
**Title: Administration Superintendent**  
**Address: 1920 Pinehurst Road**  
**Dunedin, FL 34698**  
**Telephone: 727-812-4531**  
**E-mail: [lsheets@dunedinfl.net](mailto:lsheets@dunedinfl.net)**

**Name: Emily Magyar**  
**Organization: Pinellas County Parks and Conservation Resources**  
**Title: Senior Grants & Contracts Specialist**  
**Address: 12520 Ulmerton Road**  
**Largo, FL 33774**  
**Telephone: 727-582-2866**  
**E-mail: [emmagyar@co.pinellas.fl.us](mailto:emmagyar@co.pinellas.fl.us)**

3. The Recipients authorize the administrator, employee, officer, or representative named in this paragraph, as Recipients' agent, to execute all documents connected to this Project on behalf of the Recipients, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

**Name: Julie Ward Bujalski or Successor**  
**Organization: The City of Dunedin, FL**  
**Title: Mayor**  
**Address: City Hall, 542 Main Street**  
**Dunedin FL, 34698**  
**Telephone: 727-298-3006**  
**E-mail: [jbugalski@dunedinfl.net](mailto:jbugalski@dunedinfl.net)**

**Name: Jennifer K. Bramley or Successor**  
**Organization: The City of Dunedin, FL**  
**Title: City Manager**  
**Address: City Hall, 542 Main Street**  
**Dunedin FL, 34698**  
**Telephone: 727-298-3003**  
**E-mail: [jbramley@dunedinfl.net](mailto:jbramley@dunedinfl.net)**

**Name: Charlie Justice or Successor**  
**Organization: Pinellas County**  
**Title: County Commissioner, 2022 Commission Chairman**  
**Address: 315 Court Street**  
**Clearwater, FL 33756**  
**Telephone: 727-464-3363**  
**E-mail: [cjustice@pinellascounty.org](mailto:cjustice@pinellascounty.org)**

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient City of Dunedin hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000310**.

6. The Recipient Pinellas County hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000800**.

## **VI. PROJECT PLAN APPROVAL**

1. Prior to the final disbursement of the FCT Award, the Recipients will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C., to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and for the benefit of the Recipients, based on one or more appraisals prepared consistent with Rule Chapters 62-819 and 18-1, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.
- c. A statement of the total Project Costs as defined in Rule Chapter 62-818, F.A.C.
- d. A statement of the amount of the FCT Award being requested.
- e. Supporting documentation that Recipients have satisfied any conditions imposed as part of the FCT Grant Agreement.
- f. A signed statement by the Recipients that the Recipients are not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.
- g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipients will be able to fulfill its obligations under the Grant Agreement, the

Dedication to Public Use and Declaration of Restrictive Covenants, and Rule Chapter 62-818, F.A.C.

2. The Recipients may, and are strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

## **VII. REIMBURSEMENT REQUIREMENTS**

The Recipients must submit the following documents to FCT in order for FCT to disburse the grant funds:

1. Documents associated with acquisition of the parcel(s):

a. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) for the benefit of the Recipients from Highland Memorial Gardens, Inc. and Ann E. Whitley.

b. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

c. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipients.

d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C.

e. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Rule Chapter 62-819, F.A.C., and is dated within ninety (90) days of the date the Recipients acquired the parcels.

f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipients' acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

g. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipients, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipients, together with the statement required by Rule 62-819.012(4), F.A.C.

2. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Planner and be in a detail sufficient for a proper pre-audit and post-audit thereof.

3. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds



for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipients will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

4. The Recipients must provide the appraisal(s) and the remainder of the required documents to FCT for review by a date not to exceed ninety (90) days after the execution of this Agreement unless the Recipients request an extension. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Rule Chapters 62-818 and 62-819, F.A.C.

5. Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipients with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

### **VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT**

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipients must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VIII, IX, and X herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

- a. An introduction containing the Project name, location, and other background information.
- b. The Recipients' purpose for acquiring the Project Site and a prioritized list of management objectives.
- c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A description of all proposed uses including existing and proposed physical improvements.
- e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipients will offer, if applicable.

i. A description of how the Recipients will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipients are responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipients are not the proposed managing entity, the Management Plan must include a signed management agreement as approved by FCT between the Recipients and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipients are ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipients are a partnership, the Recipients must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipients may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that they have the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipients do not include at least one local government, FCT requires the Recipients to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipients is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipients must, through their agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipients must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipients must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

## **IX. SPECIAL MANAGEMENT CONDITIONS**

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipients are required to provide the following:

1. FCT Sign - The Recipients must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipients if Recipients provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipients must provide at least four recreational facilities such as a fishing pier, a canoe/kayak launch, a picnic shelter, an observation platform and a nature center/museum. The Recipients should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Water Access - The Recipients must provide a water access facility to an existing open water shoreline, such as a fishing pier, a canoe/kayak launch and an observation bench on Jerry Lake.

4. Trails - The Recipients must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail. A water fountain must be provided at the trailhead or along the trail.

5. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

6. Interpretation - The Recipients must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

7. Education Programs - The Recipients must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

8. Neighborhood Recreation Center, Nature Center, or Museum - The Recipients must provide a neighborhood recreation center, nature center, or museum building with at least 1,000 square feet of enclosed area. An existing building will be renovated for the center. The center must be staffed and provide year-round educational classes or programs.

9. Listed Species Habitat - The Recipients must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.

10. Locally Significant and Strategic Habitat Conservation - The Recipients must manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.

11. Vegetative Enhancement - The Recipients must plant approximately 10 acres of disturbed uplands with native vegetation.

12. Water Quality Facility - The Recipients must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

13. Coordination - The Recipients must coordinate management of the Project Site with the adjacent Jerry Lake owned by the Southwest Florida Water Management District. Nothing contained herein is intended to extend any obligation to property not owned or controlled by Recipients.

**X. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.**

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. *The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below, unless cured.*

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipients at the time of grant disbursement and must be recorded by the Recipients in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipients or by some third party with the knowledge of the Recipients, the Recipients will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipients must diligently proceed to cure the violation and will complete the cure within thirty (30) days

after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipients may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipients' notification of the violation. If the Recipients can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipients fail to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipients' request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

## **XI. GENERAL OBLIGATIONS OF THE RECIPIENTS AS A CONDITION OF PROJECT FUNDING**

1. The interest acquired by the Recipients in the Project Site will not serve as security for any debt of the Recipients.

2. If the existence of the Recipients terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Following the acquisition of the Project Site, the Recipients will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment must be proposed at the next comprehensive plan amendment cycle available to the Recipients subsequent to the Project Site's acquisition. Recipients' failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipients at the Project Site.

5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipients will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipients will deliver a color photograph of the installed FCT Project sign to the FCT.

## **XII. OBLIGATIONS OF THE RECIPIENTS RELATING TO THE USE OF STATE FUNDS**

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipients in order to ensure that the Project complies with the requirements under law.

2. The Recipients agree and acknowledge that the transactions, events, and circumstances itemized below (collectively, the “disallowable activities”) may violate the covenants and restrictions imposed on the site:

- a. Any sale or lease of any interest in the Project Site.
- b. The operation of any concession on the Project Site without FCT approval.
- c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.
- d. Any use of the Project Site other than use by the public.
- e. A management contract for the Project Site without an FCT-approved management agreement.
- f. Other activity that may be specified from time to time in writing by FCT to the Recipients.

3. If the Project Site, after its acquisition by the Recipients and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipients will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipients are engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipients will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipients for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENTS AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENTS OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

### **XIII. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipients will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipients must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

a. The Recipients understand their duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipients will comply with this duty and ensure that their subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipients will provide access to any location or facility where Recipients are performing work, or storing or staging equipment, materials, or documents;

ii. Recipients will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipients will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipients will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements. Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipients in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipients for each amendment that authorizes a funding increase or decrease. If the Recipients fail to receive a revised copy of **Exhibit 1**, the Recipients must notify the key contact with FCT to request a copy of the updated information.

d. The Recipients are hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipients will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipients will use the form entitled “Checklist for Nonstate Organizations Recipients/Subrecipients vs. Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipients should confer with their chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

#### **XIV. DEFAULT; REMEDIES; TERMINATION**

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT’s right to exercise such remedies, and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipients in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipients fail to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipients’ financial condition occurs during the term of this Agreement and the Recipients fail to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipients by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipients fail to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipients fail to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipients fail to keep the Project Site open to the public.



3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipients are given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.
- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.
- c. Withhold or suspend payment of all or any part of the FCT Award.
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipients to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
- e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph IX.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipients. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipients to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipients may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipients to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

## **XV. PUBLIC RECORDS ACCESS**

1. Recipients must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipients must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipients to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipients in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipients meet the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipients of the request, and the Recipients must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipients fail to provide the public records to the FCT within a reasonable time, the Recipients may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT’s custodian of public records, Recipients must provide the FCT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Recipients must identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipients do not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipients must transfer, at no cost to FCT, all public records in possession of Recipients or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipients transfer all public records to the FCT upon completion of the Agreement, the Recipients may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipients keep and maintains public records upon completion of the Agreement, the Recipients must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

**E. IF THE RECIPIENTS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing**

**address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

## **XVI. LEGAL AUTHORIZATION**

The Recipients certify with respect to this Agreement that they possess the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipients also certify that the undersigned possesses the authority to legally execute and bind the Recipients to the terms of this Agreement.

## **XVII. SCRUTINIZED COMPANIES**

1. In executing this Agreement, the Recipients certify that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

## **XVIII. STANDARD CONDITIONS**

1. The Recipients and all their agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipients will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipients agree to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Recipients must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipients agree that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipients and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipients must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any Recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipients knowingly employ unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipients are responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipients will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipients acknowledge that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipients further agree to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipients will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipients' liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipients will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipients are self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipients' liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipients' potential liability under state or federal law.

12. The Recipients, as independent contractors and not an agent, representative, or employee of the FCT, agree to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement.

RECIPIENT: THE CITY OF DUNEDIN  
a Florida local government

FLORIDA COMMUNITIES TRUST,  
STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary or designee

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved as to Form and Legality:

Approved as to Form and Legality:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
**City Clerk**

RECIPIENT: PINELLAS COUNTY,  
a political subdivision of the State of Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM  
By: Anne M. Morris  
Office of the County Attorney

**List of attachments/exhibits included as part of this Agreement:**

Specify	Letter/	
Type	Number	Description (include number of pages)

Attachment	A	Special Audit Requirements (5 Pages)
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