

**GRANT APPROPRIATION CONTRACT**

**THIS GRANT APPROPRIATION CONTRACT** (this “**Contract**”), made effective as of January \_\_\_\_\_, 2022 (“**Effective Date**”), is entered into by and between **THE TRUST FOR PUBLIC LAND (“TPL”)**, a California not-for-profit corporation, and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the “**City**”).

**RECITALS:**

**WHEREAS**, TPL is a not-for-profit organization that provides a public service to the citizens of Duval County, Florida by, among other things pursuing the acquisition of rare and natural lands, such as pristine coastal hammocks and marshlands, for conservation purposes and for passive recreational use by the citizens of Duval County, and others; and

**WHEREAS**, pursuant to Ordinance 2021-\_\_\_\_-E (the “**Ordinance**”) the City appropriated \$267,798.00 ,798.00, plus interest accrued, from the AES Cedar Bay Settlement Stipulation Account (the “**AES Funds**”); and

**WHEREAS**, at present, \$267,798.00 is the total amount of funds remaining in said account; and

**WHEREAS**, use of the AES Funds is limited to the acquisition of environmentally sensitive lands within or adjacent to the Timucuan Ecological and Historic Preserve with preference given to larger parcels which can be purchased using contributions from other entities such as State of Florida and the National Park Service to supplement the AES Funds; and

**WHEREAS**, pursuant to the Ordinance, the AES Funds will be granted to TPL (the “**Grant**”) to purchase an approximately 345-acre parcel of land, containing 1.6 miles of frontage on Pumpkin Hill Creek and 0.25 miles on Sawpit Creek, as depicted in the map attached hereto as **Exhibit A** (the “**Property**”); and

**WHEREAS**, TPL has formed a partnership with the State of Florida Division of State Lands and the National Park Service to pursue the acquisition of the Property for conservation and passive recreational purposes;

**WHEREAS**, it is in the best interest of the City to support TPL’s purchase of the Property as contemplated by the Ordinance and by the terms and conditions of this Contract; and

**WHEREAS**, TPL is willing and able to purchase the Property in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the covenants, conditions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.** The above-stated recitals are true and accurate and, by this reference, are made a part of this Contract.

**2. Grant of AES Funds.** The City hereby agrees to provide the full remaining balance of the AES Funds (currently \$267,798.00) to TPL as the City's contribution to the acquisition of the Property by TPL. City shall provide the AES Funds to TPL (or its designated closing agent) by wire transfer within ten business (10) days prior to the closing date established for TPL's acquisition of the Property. TPL agrees that the AES funds may only be used to purchase the Property in accordance with the Ordinance and the terms and conditions set forth herein.

**3. Acquisition Plan.** TPL shall follow its acquisition plan and tasks for the Property as set forth below: (1) Appraise the Property and get it under contract; (2) Prepare the acquisition proposal and present to Florida's Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund for acquisition funding for the major portion of the Property; (3) acquire the entire 345-acre Property and convey a major portion of the Property to the State of Florida; and (4) prepare and execute a Letter of Intent with the National Park Service for acquisition funding for the balance of the Property (funding decision by the federal government anticipated by the fourth quarter 2022).

**4. Term and Reverter.** The term of this Contract shall commence on the Effective Date and continue through December 31, 2024 (the "**Term**"). TPL shall provide ten (10) business days' notice to City of a date certain for the closing of the acquisition of the Property (the "Closing Date"). City shall wire the AES Funds to TPL's designated escrow agent at least one (1) day prior to the Closing Date. The City shall not wire any funds to TPL if a Closing Date has not been established prior to the expiration of this Contract on December 31, 2024, and, in such case, the AES Funds shall remain with City in the Cedar Bay Cogeneration Settlement Account and City shall have no obligation as respects TPL. If all or a portion of the Property has not been acquired for conservation and passive park purposes by December 31, 2024, then this Grant Agreement shall be null and void and of no further force or legal effect.

**5. Maximum Indebtedness.** As required by Section 106.431, *Jacksonville Ordinance Code*, the City's maximum indebtedness under this Contract shall be a fixed monetary amount not-to-exceed TWO HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-EIGHT and 00/100 DOLLARS (**\$267,798.00**) ("**Maximum Indebtedness**") the payment of which shall constitute the City's only obligation hereunder. The City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

**6. Insurance and Indemnification.**

(a) TPL shall adhere to the indemnification provisions set forth on **Exhibit B**, attached hereto. These indemnification obligations shall survive the expiration of this Contract.

(b) TPL shall maintain for the duration of the Term, insurance in the forms and amounts provided in **Exhibit C**, attached hereto.

**7. Independent Contractor; Limitations on Authority.** TPL is an independent contractor of the City. Nothing contained herein shall be deemed to create an employment, agency, joint venture or partnership relationship between TPL and the City or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. TPL understands and agrees that: (a) the City shall not withhold from any amounts payable hereunder any sums for the payment of personal or other income taxes, unemployment insurance or social security; and (b) TPL is fully and completely responsible for its own employment tax payments and workers' compensation insurance, social security and any other required tax payments or withholding. No party is granted hereby, and no party shall hold itself out as having, any right or authority to enter into any contract, incur any liabilities, create any obligation or responsibility or make any representation or warranty, express or implied, on behalf of or in the name of any other party, or to otherwise bind any other party in any manner.

**8. No Waiver of Sovereign Immunity.** The parties acknowledge that the City is a consolidated municipal and county political subdivision of the State of Florida. Nothing in this Contract shall be interpreted or construed as a waiver of the City's or the State of Florida's common law sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

**9. Retention of Records; Audit.**

(a) TPL must maintain records, contracts, papers, redacted closing statements, and other closing and title documents, pertaining to its acquisition of the Property (collectively, the "**Records**"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient and that reflects all receipts and expenditures of the AES Funds.

(b) TPL shall retain all Records for a minimum period of five (5) years after final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to the City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, TPL must allow persons duly authorized by the City (including the City's Council Auditor and Inspector General offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. TPL will not charge the City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to TPL, and the City shall be permitted to bring its photocopying equipment if the City so desires.

(d) TPL must comply with and cooperate immediately in any inspections, reviews, investigations, audits or reports deemed necessary by the City and must ensure that all related party transactions are disclosed to the investigator/reviewer/auditor.

(e) In the event of an audit by the City, TPL must permit the City to interview those TPL employees, directly involved in the acquisition of the Property to assure the City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or the City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. TPL will not charge the City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Intentionally deleted.

(g) All reports and other information provided by TPL pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Intentionally deleted.

(i) TPL agrees to reimburse the City for the reasonable costs of investigation incurred by the City for audits, inspections, and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel, and lodging expenses, and expert witness and documentary fees. TPL shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

**10. Notices.** Any notices required or permitted to be given under this Contract will be sufficient if furnished in writing, personally delivered, or sent by certified mail (return receipt requested and postage prepaid), in each case addressed to the parties at their respective addresses indicated below, or at such other address as any party shall have specified by notice given in accordance herewith.

If to TPL: Douglas Hattaway, AICP  
The Trust for Public Land  
306 North Monroe Street,  
Tallahassee, Florida  
Email: Doug.Hattaway@tpl.org

*With a copy to:* Pete Fodor  
Legal Director  
The Trust for Public Land  
306 North Monroe Street,  
Tallahassee, Florida  
Pete.Fodor@tpl.org

If to the City: City of Jacksonville  
214 N. Hogan Street, 8<sup>th</sup> Floor  
Jacksonville, FL 32202  
Attn: Daryl Joseph  
Director of Parks, Recreation and Community  
Services

*With a copy to:*

Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202  
Attn: Corporation Secretary

Notices shall be deemed effective upon receipt or three (3) days after posting by certified mail.

**11. Force Majeure; Notice of Delay; No Damages for Delay.**

(a) If the performance by any party hereunder is delayed or prevented at any time due to circumstances beyond the control of such party, including, without limitation, those resulting from labor disputes, fire, floods, natural disasters, riots, blackouts, civil disturbances, weather conditions, restrictions imposed by or control exercised by a governmental entity, unavoidable casualties or acts of God, acts of terror, acts of a public enemy, pandemic, epidemic, public health emergency or disease outbreak, or a shortage of or inability to obtain materials, equipment or labor, the performance of such party shall be excused until such condition no longer exists. The party whose performance is delayed or prevented as described in this Section shall use commercially reasonable efforts to eliminate or modify any force majeure condition.

(b) TPL shall notify the City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if TPL could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date TPL first had reason to believe that a delay could result. Based upon such notice, the City will give TPL a reasonable extension of time to perform; provided, however, that the City may elect to terminate this Contract in whole or in part if the City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to the City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE TPL'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against the City. TPL shall not be entitled to an increase in the Maximum Indebtedness or payment of any kind from the City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**12. Compliance with Laws.** As required by Section 126.108(b), *Jacksonville Ordinance Code*, TPL must comply with any and all federal, state, and local laws, rules, regulations, and ordinances applicable to TPL, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to this Contract.

**13. Conflicts of Interest.** TPL acknowledges that Section 126.112, *Jacksonville Ordinance Code*, requires that a public official who has a financial interest in a bid or contract

make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or TPL.

**14. Contingent Fees Prohibited.** In conformity with Section 126.306, *Jacksonville Ordinance Code*, TPL warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for TPL, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona-fide employee working solely for TPL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of these provisions, the City shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**15. Nondiscrimination.** As required by Section 126.404, *Jacksonville Ordinance Code*, TPL represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. TPL agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; *provided however*, that TPL shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written.

**16. Civil Rights.**

(a) There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under TPL's board policies, in the performance of this Contract.

(b) TPL shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) in regard to persons served.

(c) TPL shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment.

(d) TPL shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

(e) TPL shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

(f) If the City receives evidence of discrimination in violation of this Contract, the City may terminate this Contract in its sole discretion.

**17. Equal Employment Opportunity.** TPL shall not discriminate, directly or indirectly, on the grounds of race, color, religion, sex, age or national origin in its employment practices. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TPL shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. TPL agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a sub-contractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**18. Representations and Warranties.** TPL represents that it is a duly incorporated and validly existing entity. TPL is authorized to conduct business and is in good standing in the State of Florida. TPL has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Entering into this Contract will not conflict with or result in a breach of any other contract to which TPL is a party. The individual signing on behalf of TPL has full power and authority to do so, and TPL shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority. The making, execution and delivery of this Contract and performance of all contractual obligations by TPL have been duly authorized and approved by all necessary company action of TPL.

**19. Public Records.**

(a) All documents, data and other records received by the City in connection with this Contract are public records and available for public inspection unless specifically exempt by law. TPL shall allow public access to all documents, data and other records made or received by TPL in connection with this Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. The City may unilaterally terminate this Contract if TPL refuses to allow public access as required under this Contract.

(b) If TPL believes that any portion of any documents, data or other records submitted to the City in connection with this Contract are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws (collectively, “**Florida’s Public Records Laws**”), the party claiming the exemption must (1) clearly segregate and mark the specific sections of the document, data and records as “Confidential”, (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide the City with a separate redacted copy of the documents, data, or records (the “**Redacted Copy**”). The Redacted Copy shall contain the City’s contract name and number and shall be clearly titled “Redacted Copy”. TPL should only redact those portions of records that TPL claims are specifically exempt from disclosure under

Florida's Public Records Laws. If the party claiming an exemption fails to submit a redacted copy of documents, data, or other records it claims is confidential, the City is authorized to produce all documents, data, and other records submitted to the City in answer to a public records request for these records.

(c) In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which TPL's documents, data or records are responsive, the City will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, the City will notify TPL that such an assertion has been made. It is the party claiming the exemption's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If the City becomes subject to a demand for discovery or disclosure of the redacted information under legal process, the City shall give TPL prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The party claiming the exemption shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

(d) In the event TPL claims an exemption under this Section, it shall protect, defend, and indemnify the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the assertion that all or any portion of its information is not subject to disclosure.

(e) In accordance with Section 119.0701, Florida Statutes, TPL shall:

i. Keep and maintain public records required by the City to perform the services under this Contract; and

ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if TPL does not transfer the records to the City; and

iv. Upon completion of this Contract, transfer to the City at no cost all public records in possession of TPL or keep and maintain public records required by the City to perform the Services. If TPL transfers all public records to the City upon completion of this Contract, TPL shall destroy any duplicate public records in its possession that are exempt or confidential and exempt from public records disclosure requirements. If TPL keeps and maintains public records upon completion of this Contract, TPL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of



public records in a format that is compatible with the City's information technology systems.

(f) The above requirements apply to TPL to the extent TPL is a "TPL" as defined in Section, 119.0701, Florida Statutes.

**IF TPL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; OR SUBMIT AN INTERNET REQUEST AT [https://jacksonvillefl.govqa.us/WEBAPP/rs/\(S\(wj1s5lqbdxqatayv5ra1z352\)\)/supporthome.aspx](https://jacksonvillefl.govqa.us/WEBAPP/rs/(S(wj1s5lqbdxqatayv5ra1z352))/supporthome.aspx); CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

**20. Employment Eligibility.** In accordance with Section 448.095, *Florida Statutes*, TPL confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and TPL, including any of its subcontractors, has registered accordingly with the E-Verify platform. TPL acknowledges that any violation with the aforementioned will result in a default to this Contract and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Contract.

**21. Miscellaneous Provisions.**

(a) Regulatory Changes. This Contract may be terminated by either party following reasonable written notice to the other party based upon the notifying party's determination, supported by an opinion of legal counsel, risk managers or consultants, that existing or changed law, regulations, interpretations or case law applied to the transaction governed by this Contract create a substantial likelihood of sanction, prosecution or assessment of the party giving notice.

(b) Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Contract. No waiver of any provision of this Contract shall constitute a waiver of any other provision or a waiver of the same provision at a later time.

(c) Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Contract.

(d) Incorporation of Exhibits. All Exhibits and other attachments attached hereto are, by this reference, incorporated herein and made a part hereof.

(e) No Third-Party Beneficiaries. Nothing in this Contract, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Contract, except as otherwise expressly provided herein.

(f) Assignment. No party hereto may assign its rights or delegate its obligations under this Contract, in whole or in part, without the prior written consent of the other party. Any purported assignment in violation of this Section is void. Notwithstanding the foregoing, TPL may engage subcontractors to perform certain obligations under this Contract as reasonably necessary upon prior written approval of the City's Grant Administrator.

(g) Binding Effect. This Contract shall be enforceable in accordance with its terms by the parties hereto and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Contract shall confer any rights or benefits upon any person other than the parties hereto and their respective successors and permitted assigns.

(h) Governing Law and Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida. Venue for the purposes of any action arising from or related to this Contract shall lie exclusively in the state and federal courts located in Duval County, Florida.

(i) Entire Agreement; Amendments. This Contract supersedes any prior or contemporaneous contracts or understandings, oral or written, with respect to the subject matter hereof and contains the entire understanding and contract between the parties with respect to the subject matter hereof. This Contract may not be altered, modified or amended except by a subsequent written amendment entered into by the parties hereto.

(j) Severability. In the event any part or parts of this Contract is/are held to be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Contract.

(k) Survival. The rights and obligations of the parties relating to confidentiality, indemnification, insurance, non-solicitation, access to records, along with any other rights and obligations that expressly or by operation of law extend beyond this Contract, shall survive termination, expiration, non-renewal or rescission of this Contract.

(l) Counterparts. This Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same contract. Delivery of an executed counterpart of this Contract by electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this Contract.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date first above written.

**THE TRUST FOR PUBLIC LAND**, a  
California not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.,  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry,  
Mayor

Encumbrance and funding information for internal City use:

Account or PO Number: \_\_\_\_\_

Amount.....**\$267,798.00**

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

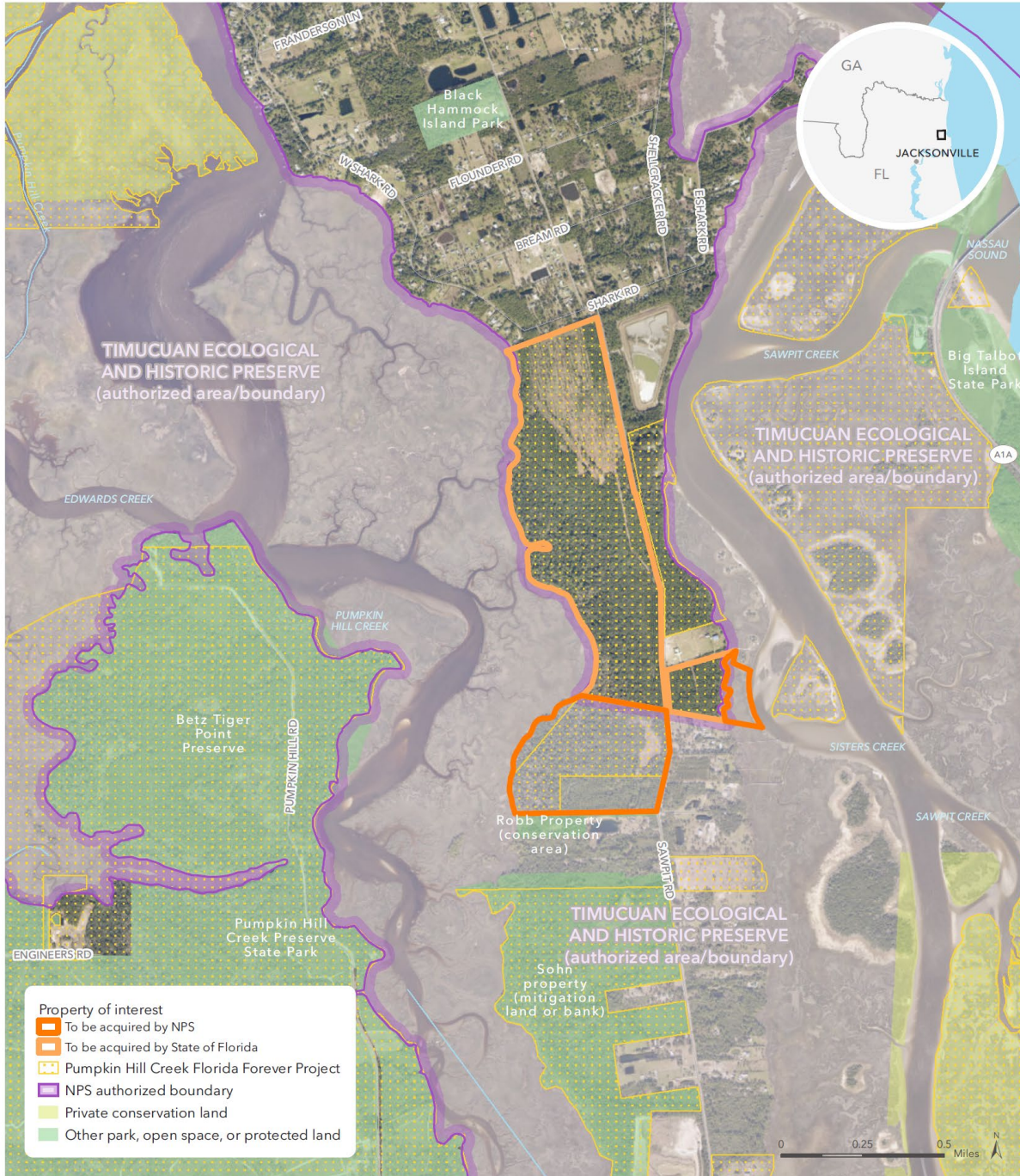
In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in said Contract.

\_\_\_\_\_  
Director of Finance  
City Contract Number: \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

**EXHIBIT "A"  
(THE "PROPERTY")**



# Black Hammock Island

DUVAL COUNTY, FLORIDA

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## EXHIBIT "B"

### INDEMNIFICATION

TPL and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the **Contract**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Contract** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Contract**; and

If an Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**EXHIBIT “C”**

**INSURANCE REQUIREMENTS**

**TPL** Without limiting its liability under this **Contract**, **TPL and** its subcontractors shall always during the term of this **Contract** procure prior to commencement of work to maintain coverages for the life of this **Contract and** shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

<b>Commercial General Liability</b>	\$3,000,000	General Aggregate
	\$3,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Damage to Rented Premises
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

- A. Certificates of Insurance. **TPL** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured. All insurance except Worker’s Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
- E. **TPL** Insurance Primary. The insurance provided by **TPL** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Duval County Clerk of the Circuit and County Courts and the City of Jacksonville and their respective members, officers, officials, employees and agents.