

REGRANT AGREEMENT (On Common Ground)

THIS REGRANT AGREEMENT (“Agreement”) is made and entered into as of the Effective Date provided below, by **The Trust for Public Land**, a California nonprofit corporation and U.S. tax-exempt public charity (“TPL”) with its principal place of business at 23 Geary Street, Suite 1000, San Francisco, CA 94108, to **The City of Port St. Lucie** (“Grantee”) with the address of 121 SW Port St Lucie Blvd., Building A, to advance TPL’s program, On Common Ground.

WHEREAS, the mission of the Grantee is to provide exceptional services that enhance our community's safety, beauty and quality of life through innovation, engagement and fiscal responsibility; and

WHEREAS, the mission of TPL is to create parks and protect land for people, ensuring healthy, livable communities for generations to come; and

WHEREAS, both parties are subject to certain requirements and restrictions imposed by the Internal Revenue Code on charitable organizations.

THEREFORE, Grantee and TPL (collectively the “Parties”) agree to the following:

1. Regrant Amount. TPL shall grant to Grantee the sum of **\$25,000** (“Grant”), which shall be disbursed upon execution of this Agreement, receipt of an invoice from Grantee with its ACH/wire electronic payment information, and receipt of a completed W-9 from Grantee.
2. Grant Activities. Grantee shall use the Grant for the activities detailed **Exhibit A**, which is incorporated into and made a part of this Agreement (“Grant Activities”).
3. Term. The term of this Agreement shall commence upon execution of this Regrant Agreement by both parties, and shall continue through May 31, 2026, unless this Agreement is terminated or extended in accordance with the provisions of this Agreement.
4. Reporting. The Grantee shall complete a verbal final progress report to TPL at least two weeks prior to the end of the Agreement term. Reports shall include a narrative description of Grantee’s accomplishments and a short financial report.
5. Conflict of Interest. During the term of this Agreement, the parties agree not to undertake any responsibilities or engage in activities which may conflict with or be detrimental

to the success of the grant activities. Further, the parties shall disclose to one another any situation which may reasonably present a conflict of interest, and shall mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the parties, either party may terminate this Agreement effective on the day notice is sent.

6. Intellectual Property. All intellectual property interests, including copyright interests, in materials produced as a result of this grant ("Materials") are jointly owned by the Grantee and TPL.

7. Acknowledgement of the Grant and Publicity. Grantee agrees to acknowledge TPL's support in all public announcements, news features, publications or other media information related to the grant activities, and to provide a copy of all such published materials to TPL.

Grantee gives its permission to TPL to use any photographs and information related to the grant activities for any purpose that supports TPL's mission including, but not limited to, materials used for educational, promotional, commercial, advertising or fundraising. In addition, Grantee shall utilize the model releases provided by TPL to Grantee (such as model releases for photographs) and authorizations from third parties that permit TPL to publicize any information provided by Grantee. Grantee further authorizes, consents and allows TPL to use images, photographs and videos taken of Grantees' representatives at the Grantee Convening, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes.

8. Lobbying Prohibition. The Grant may not be utilized for any lobbying activities or to influence legislation as defined in Section 501(c)(3) of the IRS Code, and may not be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

9. Disclaimer of Liability. Each party assumes no responsibility or liability for the actions of the other party in implementing its roles and responsibilities pursuant to this Agreement.

10. Compliance with Laws. Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials.

Grantee agrees to notify TPL immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, and shall provide TPL with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. Termination. If Grantee fails to comply with any term or condition in this Agreement, TPL may terminate this Regrant Agreement after giving written notice to Grantee and permitting the Grantee fourteen (14) days to cure any deficiencies. In event of a termination, the Grantee shall return all unspent funds to TPL.

12. Public Records. The parties shall comply with section 119.0701, Florida Statutes. The parties are to allow public access to all documents, papers, letters, or other material made or received by the parties pursuant to and during the Term of the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

Notwithstanding anything to the contrary set forth in the Agreement, TPL acknowledges Grantee's duties under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to provide public access to Grantee's records and to hold them open for personal inspection and copying by any person. TPL acknowledges that the parties are required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, with regard to the Agreement and associated Grant Activities, and TPL affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as those laws may be amended from time to time. Any intellectual property rights to any matter subject to this Agreement, and rights to enforce the same, shall be subject to the rights and obligations created by Florida's public record laws.

13. Entire Agreement. This Agreement sets forth the entire understanding of the parties concerning the Grant Activities and supersedes all prior or contemporaneous communications and negotiations, both oral and written relating to this Agreement. Neither party may assign, transfer or sublicense its rights under this Agreement nor any right granted herein. This Agreement may be modified, amended, or extended only by written agreement by both parties.

14. Multiple Originals/Electronic Signatures. Electronic signatures of or on behalf of either party to this Agreement shall be effective for all purposes, including delivery, as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

[Signatures on next page]

IN WITNESS WHEREON, the parties have executed this Agreement. The effective date (the “Effective Date”) of this Agreement shall be the last date of execution by either of the parties to this Agreement..

TRUST FOR PUBLIC LAND

GRANTEE

By:_____

Trust for Public Land

Cary Simmons

Director of Community Strategies

23 Geary Street, Suite 1000

San Francisco, CA 94108

Date:_____

By:_____

Date:_____

EXHIBIT A
GRANT ACTIVITIES
Grantee Convening

- TPL will schedule an in-person Grantee Convening. The location and date are to be determined.
- TPL will provide the City a travel grant to reimburse the City for hotel, airfare, and incidentals (Lyft/Uber, public transit fares, and snacks in addition to the meals provided by TPL at the conference) for each participant .
- Unspent travel funds can be used for other programming activities, but Grantee must not redirect any of their travel grant funds prior to Grantee Convening and final charges for flight, lodging, and incidentals have cleared.

Technical Assistance and Peer Learning

- Grantee commits to attending technical assistance check-ins with TPL, peer grantees and TPL's partners. The schedule and number of hours will be determined with each grantee based on project needs – typically up to 10 hours per grantee.

Communications and Marketing

- TPL will work with each grantee to produce a case study about their project. Case studies will include a project description, program successes and lessons learned. Grantees will be asked to participate in an interview with a writer and to provide feedback on the case study prior to publication. Grantees may also be asked to provide quotes from program participants. TPL will use case studies to contextualize the community engagement practices in the *Common Ground Framework* and inform future research.
- Grantee will provide 5-10 quality photographs of their project activities to TPL before their project close. Grantee authorizes, consents and allows TPL to use images, photographs and videos taken of project activities as well as of grantees' representatives at the grantee convening, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes. In addition, Grantee shall utilize the model releases provided by TPL to Grantee (such as model releases for photographs) and authorizations from third parties that permit TPL to publicize any information provided by Grantee. If grantees do not have capacity to produce high-quality photographs, TPL will support a professional photographer to document 1-2 events, at no cost to the grantee.
- Grantee will provide TPL with signed copies of the TPL Model Release form for all participants in photographs.
- Grantees will be available to participate in up to two (2) hours of presentation on TPL's national webinar series, Park Bench Chat.
- Grantees will recognize TPL in appropriate project communications with the following language: "On Common Ground, a project of the Trust for Public Land" and TPL's logo.

Project implementation

- Grantee commits to implementing their project as submitted to TPL in the application process. Any major deviations from the proposed project must be approved by TPL in writing.

Evaluation and Reporting

- At least one Grantee representative from each city will participate in evaluation activities including:
 - Learning & Evaluation professional development: TPL's Director of Learning and Evaluation will lead one to two (1-2) hours of evaluation training on conducting project evaluation
 - On Common Ground program evaluation: one to two (1-2) hours of availability to provide feedback and user data on experience participating in On Common Ground, including but not limited to focus groups, one-on-one interviews, and completing surveys.
- Grantee's project evaluation: two to four (2-4) hours of project evaluation, which may include collecting surveys, conducting interviews of community members, and gathering community stories and artifacts.
- Grantee's final report will be a 1 hour zoom call. Grantees will be asked to share program highlights and lessons learned. Additionally, the following program documents must be submitted prior to the final report:
 - At least 5-10 quality program photos with TPL model releases
 - Evaluation materials submitted
 - Case study interview completed