

CONTRACT FOR SERVICES BETWEEN NASSAU COUNTY, FLORIDA
AND THE NATURE CONSERVANCY

This Contract between Nassau County (COUNTY) and The Nature Conservancy (TNC) authorizes TNC to conduct a feasibility study for a land acquisition program as more fully described in Attachment "A," *Scope of Services*, at a fixed cost of \$25,000. As indicated in Attachment "A," a draft study will be provided to the COUNTY no later than April 30, 2008 and a final report will be provided to the COUNTY no later than June 1, 2008.

TNC will provide both paper and digital copies of all documents and maps created for the COUNTY in a form acceptable to the COUNTY.

The COUNTY shall provide TNC staff with data, resources, or other necessary background information required to complete the work requested.

Term

TNC shall commence the feasibility study immediately upon execution of this Contract. The Contract shall extend to June 1, 2008.

Schedule of Payments

The COUNTY will pay TNC \$12,500 upon receipt of the draft study and \$12,500 upon receipt of the final report.

Records

TNC shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred under this Contract and shall make such materials available at all reasonable times during this Contract, and for three (3) years from the date this Contract is terminated for inspection and/or audit by the COUNTY.

Controlling Agreements & Law

- I. TNC, as well as any subcontractor hired by TNC to perform any portion of the work, is bound by the terms of the State-funded sub grant agreement between the State of Florida, Department of Community Affairs and Nassau County for the 2007~2008 Fiscal Year Rural Communities Grant; and
- II. TNC, as well as any subcontractor hired by TNC to perform any portion of the work, is bound by all applicable state and federal laws and regulations.

Indemnity

TNC shall hold the Department of Community Affairs and COUNTY harmless against all claims of whatever nature arising out of TNC's performance of work under this Contract to the extent allowed and required by law.

Termination and/or Modification

Either party may propose modifications to this Contract. All mutually agreed upon modifications shall be

in writing and incorporated into this Contract by amendment.

Either party may terminate this Contract for convenience upon thirty (30) days written notice; either party may terminate this Contract for cause immediately upon written notice. If this Contract is terminated by either party, the COUNTY shall pay TNC for services performed up to the termination date.

If this Contract is terminated by either party before completion of work contemplated by this Contract, TNC may complete work items necessary to place the TNC file in order and necessary to protect its professional reputation.

Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

THE NATURE CONSERVANCY



Jeff Danter, Florida State Director

February 28, 2008
Date

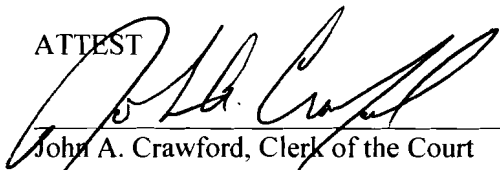
NASSAU COUNTY



The Honorable Marianne Marshall, Chair
Board of County Commissioners

February 25, 2008
Date

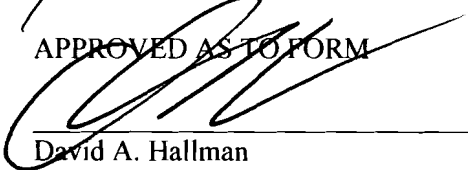
ATTEST



John A. Crawford, Clerk of the Court
Nassau County

March 7, 2008
Date

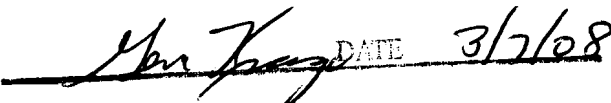
APPROVED AS TO FORM



David A. Hallman
County Attorney

February 25, 2008
Date

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY



DATE 3/7/08

Attachment "A" **Scope of Work**

The consultant team, in conjunction with the County, shall accomplish the following:

- I. Consider the benefits to the community of a land acquisition program.
 - Fiscal & economic benefits
 - Infrastructure benefits.
 - Flood prevention benefits.
 - Health and environmental benefits

- II. Define Community's Conservation Goals (Mapping and Narrative). Mapping will include multiple scenarios including current natural resources as well as opportunities for protection as described below.
 - Parks, greenways, and recreation lands
 - Lands that safeguard key environmental resources such as wetlands, watersheds, and wildlife habitat
 - Lands that support important industries such as tourism, forestry, and farming
 - Discuss lands that protect the history, character, identity, and way of life of a community

- III. Catalog Potential Funding Sources
 - Dedicated State funding sources
 - State incentives
 - Matching grants
 - Low-interest loans
 - Purchase-of-development-rights (PDR)
 - Public-private partnerships.
 - Conservation tax credits
 - Other sources

- IV. Describe the array of available land protection tools
 - Analyze the County's financial capacity
 - Assess current demographic information
 - Analyze current tax base
 - Analyze housing trends
 - Analyze the county's ability to bond or take advantage of other public funding methods
 - Investigate Partnerships
 - Investigate land management and greenway corridor partnerships with other governmental entities, non-profit land trusts, for-profit contractors, the business community, farmers and ranchers, developers, and volunteers.

Deliverables

- Group 1- *Due April 30, 2008*
Draft study with particular emphasis on items I, III and IV of the Scope of Services
- Group 2- *Due June 1, 2008*
Final Report, bound and electronic format

Budget

- The total project budget will be \$ 25,000 .

Direct expenses including, salary, mapping, printing, travel	\$20,325
Indirect expense @ 23 %	4,675