

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2690

CONTRACTOR INFORMATION

Name: The Trust for Public Land
Address: 306 North Monroe Street Tallahassee FL 32312
City State Zip
Contractor's Administrator Name: Will Abberger Title: Vice President
Tel#: (850) 222-7911 Fax: _____ Email: will.abberger@tpl.org

CONTRACT INFORMATION

Contract Name: Professional Services Contract Value: \$12,000.00
Brief Description: Professional Services which included Feasibility Research/Study and a Public Opinion Survey
Contract Dates : From: Execution to: 12/31/19 Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>6/14/19</u>
Date | <u>Planning and Economic Opportunity</u>
Submitting Department |
| 2. | <u>[Signature]</u>
Contract Management | <u>7/1/19</u>
Date | <u>04247515-531025</u>
Funding Source/Acct # |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>7/5/19</u>
Date | <u>RCVD OMB
'19 JUN 18 PM3:52</u> |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>7/8/19</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 7/8/19
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

**THE TRUST FOR PUBLIC LAND &
NASSAU COUNTY, FL,
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT by and between Nassau County, Florida (hereinafter, "the Client"), and The Trust for Public Land, a California nonprofit public benefit corporation ("TPL"), is hereby entered into this 8th day of ~~June~~ July 2019, and shall become effective upon execution of this Agreement by both parties.

WITNESSETH

WHEREAS, the Client desires to have The Trust for Public Land perform certain services, and TPL desires to perform the services upon the terms and conditions set forth below;

WHEREAS, the Client wishes to be better informed regarding funding options and mechanisms to support parks and recreation needs in Nassau County, and has requested the technical assistance and advice of TPL;

WHEREAS, TPL, through its Conservation Finance program has substantial experience in conducting feasibility research, drafting ballot language for consideration by voters, making program recommendations, and working in cooperation with grassroots and public entities, on funding for parks and recreation purposes, and is willing to provide these services to the Client; and

WHEREAS, the Client intends to compensate TPL for the provision of professional services and the parties intend to memorialize the terms and conditions of such agreement herein.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TERMS

1. **ENGAGEMENT OF TPL.** The Client agrees to engage TPL, and TPL hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES.** TPL shall research and analyze a range of conservation funding options available to the Client in a feasibility study, provide program recommendations, and, if sufficient funds are obtained, contract with a firm to conduct a public opinion survey to the Client. Specifically, TPL shall perform the tasks set forth on Exhibit 1 of this Agreement, which Exhibit is incorporated into and made a part of this Agreement (the "Services").

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3. TERM. The term of this Agreement shall commence upon execution of this Agreement, and shall continue through December 31, 2019, unless otherwise terminated in accordance with the terms of this Agreement.

4. COMPENSATION. The Client agrees to pay TPL a total fee of \$12,000 for the services rendered pursuant to this Agreement to be invoiced as follows:

- \$6,000 upon completion and delivery of the feasibility study,
- \$6,000 upon delivery of program recommendations and recommended draft ballot language.

The Client shall pay all undisputed amounts within forty-five (45) days of receipt of the invoice, per the Florida Prompt Payment Act.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. TPL acknowledges and understands that the performance of this contract is as an independent contractor and, as such, TPL is obligated for Workman's Compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes and assessments, and that the Client will not be obligated for same under this contract.

6. TERMINATION OF CONTRACT.

(a) This Agreement shall terminate automatically on the occurrence of any of the following events: (1) bankruptcy or insolvency of TPL; (2) assignment of this Agreement by either party without the express written consent of the other party; or (3) completion of the project or services described above in Paragraph 2.

(b) Either party may terminate this Agreement upon fifteen days' written notice to the other party provided that the Client shall reimburse TPL for work performed in conformance with this Agreement prior to termination. This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies the party may have at law or in equity.

(d) TPL's obligations to indemnify the Client under Paragraph 7 below shall continue in full force and effect notwithstanding any termination of this Agreement.

7. INDEMNIFICATION. TPL shall indemnify and hold the Client harmless from any and all demands, claims, causes of action, suits, proceedings, arbitrations, judgments, losses, liabilities, costs, expenses and fees, including but not limited to reasonable attorneys' fees, which arise from or in connection with the services provided by TPL and/or the negligence or intentional acts of TPL. To the extent permitted by Florida law, the Client shall indemnify and hold TPL harmless from any and all demands, claims, causes of action, suits, proceedings, arbitrations, judgments, losses, liabilities, costs, expenses and fees, including but not limited to

reasonable attorneys' fees, which arise from or in connection with the negligence or intentional acts in the performance of Client's obligations under this Agreement.

8. **CONFLICT OF INTEREST.** It is understood that TPL may provide consulting services for other clients during the term of this Agreement. However, during the term of this Agreement, TPL will not undertake any responsibilities or engage in activities which may conflict with or be detrimental to the success of TPL's services to the Client. Further, TPL shall disclose to the Client any situation which may reasonably present a conflict of interest or the appearance of such a conflict. The Client and TPL will 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 the Agreement effective on the day notice is sent.

9. **PROJECT ADMINISTRATION.** This Agreement will be administered by the following representative of the Client: Adrienne Burke, Assistant Director, Nassau County Planning and Economic Opportunity, provided that the Client reserves the right to change such person at any time. TPL's representative to this Agreement is Pegeen Hanrahan, Southeast Conservation Finance Director.

10. **INSURANCE.** TPL shall, while performing the services hereunder, maintain any coverage legally and/or customarily required of an independent contractor while performing the same or similar services for a person or entity in the position of TPL and warrants that it has obtained for itself and its employees, all insurance required by law or by industry custom for independent contractors involved in the same or similar work. TPL shall maintain coverages per the Client's requirements attached hereto and incorporated herein as Exhibit "2" General Information and Minimum Insurance Requirements. At the Client's request TPL will provide the Client with a certificate of insurance evidencing such insurance including its workers' compensation insurance.

11. **MISCELLANEOUS.**

(a) **Assignment.** Neither party shall assign this Agreement or any rights or benefits accruing to it hereunder without the prior written consent of the other party which consent may be withheld by either party in its sole discretion.

(b) **Governing Law.** The laws of the State of Florida applicable to contracts executed and performed entirely therein shall govern this Agreement.

(c) **Waiver of Default.** Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to such party thereafter to enforce such provision. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(d) Modifications. Except as expressly set forth elsewhere in this Agreement, this Agreement may be modified only in writing, signed by both parties hereto.

(e) Integration Clause. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior correspondence, conversations and negotiations with respect thereto.

(f) Attorneys' Fees. The parties agree that reasonable attorneys' fees and costs shall be awarded to the prevailing party in any arbitration or litigation between the parties in connection with this Agreement.

(g) Binding Effect. This Agreement shall be binding upon the heirs, successors, assigns and representatives of the parties hereto.


(h) Severability. If any provision, in whole or in part, of this Agreement should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this Agreement which shall continue to bind the parties.

(i) Time is of the Essence. TPL understands that time is of the essence in this Agreement and that the Client will be relying on the timeliness of TPL.

(j) Multiple Originals/Electronic Signatures. Electronic signatures of or on behalf of either party on 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.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above set forth.

THE TRUST FOR PUBLIC LAND

By: 
Will Abberger
Conservation Finance Director
The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301
Telephone (850) 222-7911 ext. 23
Email will.abberger@tpl.org

Date: May 30, 2019

NASSAU COUNTY, FL

By: 
Michael Mullin
County Manager, Designee for Nassau
County Board of County Commissioners
96161 Nassau Place
Yulee, FL 32097
E: mmullin@nassaucountyfl.com

Date: 7/8/19

EXHIBIT 1 DESCRIPTION OF SERVICES

The services to be rendered by The Trust for Public Land to Nassau County, Florida (the "Services") are as follows:

Feasibility Research

The Trust for Public Land ("TPL") will evaluate and analyze public finance options that Nassau County may consider to fund protection of lands as identified by the County and any other related capital priorities. TPL will examine the revenue-raising capacity, the fiscal impact to government budgets, and/or taxpayers of the local property tax needed to back general obligation bonds, and TPL will provide examples of where and how this mechanism has been used by other jurisdictions in Florida. TPL shall also research election results in order to examine whether the county electorate has supported or opposed spending public funds for land conservation, or other priorities, in the past, as well as voter turnout trends.

This research provides a fact-based reference document to be used as a shared information source for the Nassau County to evaluate available financing mechanisms from an objective vantage point.

Public Opinion Survey

After completing the Feasibility Study, TPL will contract with a qualified public opinion survey firm to conduct a professionally administered, statistically valid public opinion survey, through telephone interviews of randomly selected voters in the county. Though the public opinion survey may be funded either publicly or privately, private funding of the poll provides TPL with the ability to keep results confidential if necessary.

The poll will be designed to test the following:

1. Specific ballot language and the level of voter support for a land conservation funding measure;
2. Alternative funding sources and amounts;
3. Purposes for the use of funds the voters find most compelling;
4. Timing, i.e., when is the best time to bring a measure to voters; and
5. Various accountability measures that may be incorporated into the measure.

TPL staff will make a presentation of key research findings and poll results to county staff and interested partners.

Program Recommendations

TPL will provide recommendations for a public finance strategy to Nassau County to address the need to create reliable funding for land conservation. If the County decides to move forward with a ballot measure, TPL will advise on the crafting of the ballot language, including state and local requirements, examples of successful ballot questions, and consultation with legal counsel as necessary.

Budget

Feasibility Research, Recommendations, Measure Design	\$17,000
Public Opinion Survey (estimated, privately funded)	\$20,000
Travel, Meetings, Presentation	\$6,500
Total, Including Private Funding	\$43,500
Nassau County Professional Service Fee	\$12,000
TPL Private Funding	\$31,500

**EXHIBIT 2
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident

\$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate

\$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event,

Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.