

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

GENERAL INFORMATION

Requesting Department Planning Dept.

Contact Person: Laurie Goltry

Telephone: (406) 530-6300 Fax: () Email: lgoltry@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: North Florida Land Trust, Inc., (NFLT)

Address: 843 W. Monroe Street Jacksonville FL 32202
City State Zip

Contractor's Administrator Name: Jim McCarthy Title: President

Telephone: (904) 479-1967 Fax: () Email: jmccarthy@NFLT.org

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Jim McCarthy

Authorized Signatory Email: jmccarthy@NFLT.org

CONTRACT INFORMATION

Contract Name: Conservation Land Acquisition and Management Program (CLAM)

Description: Landowner outreach & cultivation, application review, negotiations & partnerships, due diligence, closing & conservation plan edits/updates, etc.

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$25,000.00
APPROXIMATE IF NECESSARY

Source of Funds/Account: 04247515/531025 Termination/Cancellation: _____

Authorized Signatory: Taco Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 1/31/2022

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop.

Other Municode: Section 1-141(e)(8)

If Processing an Amendment:

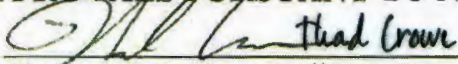
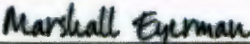

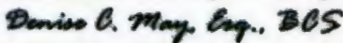
Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____


Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept-LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept-LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept-LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept-LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept-LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

-  Thad Crowe 1/20/2022
 Thad Crowe: Department Head/Contract Manager Date
-  Marshall Eyerman 1/20/2022
 Marshall Eyerman: Procurement Date
-  Daniel Fanger 1/20/2022
~~XXXXX~~ Office of Mgmt & Budget Date
-  Doniso C. May, Esq., BOS 1/25/2022
~~XXXXX~~ County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

-  Taco E. Pope AICP 1/20/2022
 County Manager Date
 Taco Pope

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

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

CM3124

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
North Florida Land Trust 843 W. Monroe Street Jacksonville, FL 32202

DEPARTMENT
Planning

REQUESTED BY
Laurie Goltry

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	CLAM Implementation	04247515/531025	\$ 25,000.00		Encumber Contract	N/A
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
1	CLAM: Landowner outreach & cultivation, application review, negotiations, partnerships due diligence, closing & conservation plan edits/ updates, etc.	1.00	\$ 25,000.00	\$ 25,000.00		
	Municode: Section 1-141(e)(8)			\$ 0.00		
	1-141(e)(8)			\$ 0.00		
				\$ 0.00		
	*****GL SUMMARY*****			\$ 0.00		
	04247515 - 531025			\$ 0.00		
				\$ 0.00		
	Enter additional information or details, as needed.					

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping \$ 0.00
Total \$ 25,000.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.



12/7/2021

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

Daniel Fanger Marshall Eyrman

1/21/2022

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Tao E. Poppy AICP

1/21/2022

LJB

Clerk
Date: 1/31/2022

**CONTRACT FOR PROFESSIONAL SERVICES FOR IMPLEMENTATION OF THE
CONSERVATION AND LAND ACQUISITION MANAGEMENT PROGRAM IN
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into on _____,
by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**,
a political subdivision of the State of Florida, hereinafter referred to as "County", and
NORTH FLORIDA LAND TRUST, INC., located at 843 W. Monroe Street, Jacksonville,
Florida 32202, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services for the
implementation of the Conservation and Land Acquisition Management Program by
assisting with project ranking, landowner outreach and cultivation, match funding
acquisition, management of the real estate process, and updating the conservation
plan, as needed. Said services are more fully described in the *Scope of Services*,
attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as
described in the *Scope of Services*, and has the qualifications, experience, staff and
resources to perform those services; and

WHEREAS, County, through a competitive selection process conducted in
accordance with the requirements of law and County policy, and based upon
Consultant's assurance that it has the qualifications, staff, experience and resources,
County has determined that it would be in the best interest of Nassau County to award a
contract to Consultant for the rendering of those services described in the *Scope of
Services*.

NOW THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, the parties hereto agree as follows:

Initials JWM

Initials TP

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Services*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Scope of Services*.

2.2 Services requested by County or County's representative that are in addition to the *Scope of Services* will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Services*, County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Agreement. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of the Planning Department, or his designee, to act on County's behalf with respect to the *Scope of Services*. The Director of the Planning Department, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

Initials JM

Initials TP

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin upon full execution of this Agreement by all parties and terminate forty-five (45) calendar days thereafter. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated in accordance with the *Scope of Services*.

5.2 Consultant shall prepare and submit to the Director of the Planning Department, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

Initials JM

Initials TP

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in the *Scope of Services*. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Agreement.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

Initials JMM

Initials TP

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement; and
- 8.2 The *Scope of Services* attached hereto Exhibit "A"; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

Initials JML

Initials TP

intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

ARTICLE 12 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 13 – EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 – ACCESS TO PREMISES

Initials MM

Initials TP

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 17 - TERMINATION OF AGREEMENT

17.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces,

Initials *WML*

Initials *TP*

the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Initials JWA

Initials TR

21.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

c. Ensure that 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

Initials JMM

Initials TP

Consultant does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

Initials JMM

Initials TP

21.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this

Initials MM

Initials TP

Agreement 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 Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Nassau county Board of County commissioners in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Thad Crowe, Director of Planning Department
96161 Nassau Place
Yulee, Florida 32097
904-530-6300
tcrowe@nassaucountyfl.com

Initials JM

Initials TP

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

CONSULTANT:

Jim McCarthy, President
North Florida Land Trust, Inc.
843 W. Monroe Street
Jacksonville, Florida 32202
(904) 479-1967
jmccarthy@FNFLT.org

27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting

Initials JMM

Initials TP

shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

28.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope AICP

Taco E. Pope, AICP
Its: Designee
Date: 1/26/2022

NORTH FLORIDA LAND TRUST, INC.

Jim McCarthy

By: Jim McCarthy
Its: President
Date: 1/28/2022

Initials *JMM*

Initials *TP*

EXHIBIT A SCOPE OF SERVICES

Assist Nassau County in implementation of the Conservation Land Acquisition and Management Program.

The North Florida Land Trust (the "Land Trust") will assist Nassau County (the "County") with implementation of the Conservation and Land Acquisition Management Program (the "CLAM") by assisting with project ranking, landowner outreach and cultivation, match funding acquisition, management of the real estate process, and updating the conservation plan, as needed. The North Florida Land Trust will help ensure land and interests in land are promptly and properly conveyed to the County in support of their conservation mission. For the initial phase of this implementation, the Land Trust and the County shall:

- 1) The County shall provide the following:
 - i. GIS shapefiles of the County's high priority project areas (the "Project Areas")
 - ii. GIS shapefile of the County's 2021/2022 Property Appraiser's Tax Parcel data
- 2) The Land Trust shall provide the following services:
 - i. Calculate Value Adjusted Score for every property within the Project Areas. The Land Trust shall join the 2021/2022 Property Appraiser's Tax Parcel GIS shapefile with the existing CLAM Final Rank GIS data layer to calculate the Value Adjusted Score for each property within the Project Areas. The Land Trust shall create a new field within the CLAM Final Rank shapefile that contains the Value Adjusted Score. (8 hours)
 - ii. Identify the highest priority acquisitions within the Project Areas (the "Keystones").
 - a) The Land Trust shall identify up to twenty-five (25) Keystone parcels by analyzing each property within the Project Areas for: overall CLAM score, Value Adjusted CLAM Score, size, adjacency to existing conservation lands, and connectivity. (40 hours).
 - b) After identifying the Keystone parcels, the Land Trust shall provide a list and map of the Keystone parcels to the County for review. Any necessary refinement to the list will be undertaken based on County feedback. (16 hours).
 - iii. Submit Nomination Forms for up to twenty-five (25) Keystones for consideration by the CLAM Committee. After the list of Keystone parcels is finalized, the Land Trust shall complete and submit Nomination Forms, including form and maps, for each property. (40 hours)
- 3) The Land Trust shall commence work on these services immediately following receipt of the County's GIS shapefiles.

- 4) The Land Trust shall meet with the County prior to completing 2iia and 2iib, with additional meetings scheduled as necessary.
- 5) The Land Trust will ensure delivery of all GIS data as a GIS shapefile, raster or geodatabase. Property lists shall be provided as a Microsoft Excel document. Nomination forms shall be submitted to the County as PDF documents containing the Nomination form and property maps.
- 6) The Land Trust anticipates completion and delivery of the above services by January 31, 2022.
- 7) The Land Trust will submit invoices to include 1) receipts for out-of-pocket expenses (with no markup), 2) mileage for travel at the prevailing federal rate, and 3) staff hours to carry out this Scope. Staff hours will be charged at the following rates: \$150 for directors, \$125 for managers, and \$100 for coordinators. Total charges will not exceed \$25,000 without prior authorization.

Exhibit "B"
CM3124



NORTFLO-24

HARRISONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E87788 Insurance Office of America 1 Steilman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: PHONE (A/C, No, Ext): (904) 448-9777		FAX (A/C, No): (904) 448-9788
	E-MAIL ADDRESS:		
INSURED North Florida Land Trust, Inc. 843 W Monroe St Jacksonville, FL 32202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : AXIS Surplus Insurance Company		26620
	INSURER B : Auto-Owners Insurance Company		18988
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Including Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EMP19001828-02	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5174415500	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EMX19000459-02	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabil			EMP19001828-02	12/1/2020	12/1/2021	Each Claim 1,000,000
A	Professional Liabil			EMP19001828-02	12/1/2020	12/1/2021	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Conservation Land Acquisition and Management Program
 Nassau County Board of County Commissioners is named as an Additional Insured under the General Liability and Automobile Liability policies on primary and noncontributory as required by written contract. Waiver of Subrogation in favor for Nassau County Board of County Commissioners applies to General Liability, & Automobile Liability policies as required by written contract. 30 day notice of cancellation except 10 days for nonpayment of premium per policy conditions.

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96161 Nassau Place Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE