

CS-22-2216

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
  
CM3400

## GENERAL INFORMATION

Requesting Department: County Manager  
Contact Person: Brandy Carvalho, Director of Strategic  
Telephone: (904)530-6013 Fax: ( ) Email: bcarvalho@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: North Florida Land Trust, Inc.  
Address: 843 W Monroe St., Jacksonville, FL 32202  
City State Zip  
Contractor's Administrator Name: Ramesh Buch Title: Director of Conservation Acquisitions  
Telephone: (904) 557-7983 Fax: ( ) Email: rbuch@nflt.org

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

Authorized Signatory Name: Allison DeFoor President  
Authorized Signatory Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Conservation Land Acquisition & Management Consultant

Description: County desires to obtain professional services to provide expertise in real estate acquisition and conservation in coordination with Nassau County, through its Nassau County Conservation Lands Acquisition and Management ("CLAM") Program  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: Not to exceed \$48,000  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01121512 - 531000

Authorized Signatory: Taco E. Pope, AICP  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 09/31/2023 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other Professional Services

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

| <b>CHECKLIST</b>   |   |                    |
|--|---|--------------------|
| <i>Review/Complete before sending contract for final signature</i> |   |                    |
| <b>Requirement</b>   | <b>Description</b>  | <b>Complete By</b> |
| 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<br>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. |                    |
| Name, Address, Contact Person                                      | The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.   |                    |
| Understanding  | Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.  |                    |
| 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.  |                    |
| Other Necessary Agreements   | All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.  |                    |
| 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.   |                    |
| Term of Contract   | Start and end dates of contract are included. Any renewals are included.  |                    |
| Warranties/Guarantees  | Warranties or guarantees give satisfactory protection.  |                    |
| Insurance  | Risk manager has or will approve insurance clauses. Levels confirmed in requirements  |                    |
| 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.  |                    |
| Confidentiality Agreements   | All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."  |                    |
| Printed/Typed Names  | Names of all persons signing contracts are printed or typed below signatures.   |                    |

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- Drandy Carralillo* 6/2/2023  
 Department Head/Contract Manager Date/2023
- Ben* 5/10/23  
 Procurement Date 5/10/23
- Denise C. May* 6/5/2023  
 Office of Mgmt. & Budget Date 6/5/2023 *Abigail Sorandby* 6/5/2023
- County Attorney Date
- COUNTY MANAGER – FINAL SIGNATURE APPROVAL**  
*Taco E. Pope, AICP* 6/5/2023 *Marshall Eyerman* 6/2/2023  
 County Manager Date

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **North Florida Land Trust, Inc.**, located at 843 W Monroe St, Jacksonville, FL 32202, hereinafter referred to as the “Consultant”.

**WHEREAS**, the County desires to obtain professional services for Conservation Land Acquisition & Management Consulting Services. Said services are more fully described in the Scope of Services, attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, in accordance with the requirements of law and County policy and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

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

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

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**Exhibit A**     **VENDOR’S SCOPE OF PROFESSIONAL SERVICES**

**Exhibit B**     **INSURANCE DOCUMENTS**

**SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

**SECTION 4. Scope of Services.**

4.1     The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2     Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

**SECTION 5. The County’s Responsibility.**

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the Director of Strategic Advancement, or designee, to act on the County’s behalf under this Contract. The Director of Strategic Advancement, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant’s services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

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6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on 9/30/2023. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

7.1 The Consultant shall be compensated in an amount not to exceed Forty-Eight Thousand Dollars and 00/100 (\$48,000.00), in accordance with Exhibit "A". The County shall issue separate written Work Authorizations for each project specifying the work to be undertaken by the Consultant. Consultant shall not commence any work or engage any third party subconsultants until Consultant has received an executed Work Authorization from the County. No payment shall be made for services and/or materials without an executed County Work Authorization. No payment shall be made for third party costs or expenses unless otherwise authorized in an executed Work Authorization or approved in writing by the County.

7.2 The Consultant shall prepare and submit to the Director of Strategic Advancement, 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 found at Section 218.70, Florida Statutes. All invoices shall be

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accompanied by a report or statement identifying the nature of the work performed and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

7.4 Final Invoice: Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

**SECTION 8. Standard of Care.**

8.1 The 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. In the County’s sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

**SECTION 9. Equal Opportunity Employment.**

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

**SECTION 10. Access to Premises.**

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

**SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

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13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

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**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

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Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days in advance. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information.**

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

**SECTION 21. Contingent Fees.**

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 22. Ownership of Documents.**

22.1 The Consultant shall be required to work in harmony with other County 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 the County.

**SECTION 23. Force Majeure.**

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature,

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fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay

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will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

**SECTION 25. Independent Consultant Status.**

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire

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assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 26. Indemnification.**

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant’s performance under this Contract.

**SECTION 27. Insurance.**

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit “B”. The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

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companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County’s interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County’s written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

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29.1 The Consultant shall comply with Section 448.095, Florida Statutes, 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 the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall 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](http://www.uscis.gov/e-verify).

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant’s enrollment in the program. This includes maintaining a copy of proof of the Consultant’s and subcontractors’ enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County 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 Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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

**30.2** A request to inspect or copy public records relating to the County’s contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Consultant does not comply with the County’s request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

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a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County’s custodian of public records and to the Consultant at the Consultant’s address listed on its Contract with the County or to the Consultant’s registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant’s ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

**SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Initials\_\_\_\_\_

Initials\_\_\_\_\_

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 33. Anti-Discrimination.**

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

AD  
Initials\_\_\_\_\_

TP  
Initials\_\_\_\_\_

Attn: Brandy Carvalho, Director of Strategic Advancement & Economic Resources  
96135 Nassau Place  
Yulee, Florida 32097

Consultant: North Florida Land Trust, Inc.  
Attn: Ramesh Buch  
843 W Monroe Street  
Jacksonville, FL 32202

**SECTION 36. Attorney’s Fees.**

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney’s fees and costs.

**SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant’s undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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Initials \_\_\_\_\_ TP

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

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*TP*  
Initials\_\_\_\_\_

**SECTION 42. Change of Laws.**

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

AD

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TP

Initials \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

~~NASSAU COUNTY, FLORIDA~~

By: Taco E. Pope, AICP  
Its: Designee 6/5/2023  
Date: \_\_\_\_\_

Approved as to form and legality by the  
Nassau County Attorney  
*Denise C. May*

\_\_\_\_\_  
DENISE C. MAY

~~NORTH FLORIDA LAND TRUST, INC.~~

*Allison DeFoor*  
\_\_\_\_\_  
By: Allison DeFoor

Its: President  
6/5/2023  
Date: \_\_\_\_\_

*AD*  
Initials \_\_\_\_\_

*TP*  
Initials \_\_\_\_\_



## Exhibit A: Scope of Services.

### 1. General Requirements.

The Consultant shall provide expertise in real estate acquisition and conservation of environmentally significant lands in Florida in coordination with Nassau County, through its Nassau County Conservation Lands Acquisition and Management (“CLAM”) Program.

### 2. Consultant Responsibilities.

- 2.1 **General.** Utilize its legal, real estate, financial planning, public relations, government relations, negotiating, and environmental preservation expertise, skills and experience to assist the County in the implementation, coordination and promotion of its CLAM Program.
- 2.2 **Enabling Legislation.** The Consultant will assist the County with the development of Ordinances, Resolutions, Policies, and Operating Procedures to implement the CLAM Program.
- 2.3 **Project Identification and Evaluation.** In accordance with the CLAM Manual and the Enabling Legislation (as may amended from time to time) and other applicable County policies and priorities, the Consultant shall identify and contact the owners of environmentally significant lands to determine the willingness of such owners to negotiate conservation of their land or interests in land (“Projects”). Such outreach shall include multiple written letters and in person meetings as necessary. Consultant will assist the County with identifying and maintaining an inventory and GIS mapping of potential conservation projects and responding to unsolicited applications for conservation of land, evaluating those potential projects using the adopted CLAM methodology, and presenting them to the CLAM Committee and the Board of Nassau County Board of County Commissioners (“BoCC”) for consideration.
- 2.4 **Due Diligence.** Work under the direction of the County in the acquisition of BoCC-approved projects. The Consultant, upon request by the County, shall procure title work, ownership & encumbrance searches, Project Information Reports, appraisals and appraisal reviews, environmental investigations and assessments, boundary sketches and surveys, and other real estate documentation (“Due Diligence”) that support the acquisition of a project.
- 2.5 **Negotiations.** The Consultant will develop negotiation strategies for each transaction consistent with the Enabling Legislation, CLAM Committee and BoCC direction, and other applicable County policies. The Consultant will notify the County, through the County’s designated representative (“County CLAM Representative” or CCR), when negotiations commence and terminate on each parcel. All negotiations with sellers or sellers’ authorized agents will be conducted by the Consultant using experienced negotiators skilled in conservation real estate transactions. Where needed in specific transactions, the Consultant will use its financial planning expertise to frame a deal, suitable for the seller, which makes use of all the available and appropriate real estate and financial tools available to Nassau County. A copy of the Consultant’s files for each parcel will be made available to the County at all reasonable times from the commencement of negotiations. The Consultant will provide information concerning on-going negotiations by monthly reports to the County.
- 2.6 **Coordination, Legal Review, Compliance.** During the course of due diligence of a purchase agreement and through the closing, the Consultant will coordinate through the CCR with

County staff -- specifically with the County Attorney's Office and the County Manager's Office -  
- and prepare all acquisition and closing documents to ensure compliance with County requirements and bring the transaction to a successful conclusion. If requested, the Consultant will attend the BoCC and County staff meetings where project approvals and purchases are being considered.

- 2.7 Acquisition Approval.** Agreements to purchase will be on forms approved by the County. Such purchase agreements shall be subject to the approval of the BoCC. All due diligence documents generated in support of the purchase agreement will be delivered to the County and may be used by the County as if they were the County's own documents. If approved by the BoCC, the County will accept the Consultant's assignment of the agreement to the County. The Consultant will assist County staff close the transaction.
- 2.8 Progress Reports, Records and Audit.** The Consultant will provide the County with a monthly report on the general status of the projects under consideration and negotiation. The Consultant will cooperate with County's designated representative for purposes of developing and generating an agreed-upon reporting format for this purpose. The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement to insure proper accounting for all funds expended under this Agreement. The Consultant shall make such materials available at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit, inspections, and for copying by the County, or any of its duly authorized representatives.
- 3 Conflicts.** The County and the Consultant will maintain the confidentiality of all appraisals, offers and counteroffers, and other negotiation matters to the extent required by applicable law. This confidentiality provision shall apply to each member of the County's and the Consultant's staff. No member of the Consultant's staff or member of its Board, if applicable, will negotiate, approve, or otherwise participate on behalf of the County in the purchase, sale or exchange of real property owned or to be acquired by the County, if the Consultant staff member or member of its Board has any financial interest in the land to be acquired or owned by the County. For the term of this Agreement, the Consultant may not offer land it owns to the County for purchase. If requested by the County, an Affidavit certifying compliance with the confidentiality provisions that are contained in this paragraph and disclaimer of interest in property shall be provided by the Consultant. The Consultant will not be precluded from entering into joint purchase agreements with the County.
- 4 County Responsibilities.** The County shall have and perform the following duties, obligations, and responsibilities to the Consultant:
- 4.1** Provide a County CLAM Representative for all communication to other County staff, CLAM Committee and BoCC.
- 4.2** Designate projects to be acquired pursuant to County Enabling Legislation (as may be amended).
- 4.3** Prompt payment of all invoices provided by Consultant.

- 5 **Staffing.** As the CLAM Program gets underway, the staffing need and types will change from relying on communications, outreach and land evaluation expertise initially, to more real estate transaction, negotiating, grant-making, conservation easement management planning, and baseline documentation preparation. The Consultant shall draw from its multi-disciplinary staff to meet the evolving requirements of this contract.
  
- 6 **Implementation and Compensation Schedule.** Schedule and compensation assume contract executed between Consultant and Nassau County, **June 1, 2023**, and terminates on **September 30, 2023**. County will be invoiced by Consultant monthly a lump sum amount of **\$12,000.00, with a total not to exceed contract of \$48,000** Upon contract execution, the Consultant shall begin outreach efforts with an initial letter campaign to seek interest from CLAM identified parcels. Within three months, a second series of letters shall be sent out, in addition to any other required in person meetings to aid in developing interest and participating in any initial negotiations. With regard to Piney Island, outreach and negotiations should begin immediately upon contract execution to seek letters of willingness to sell, option agreements, and other documents are necessary for the successful acquisition of the parcels.

Table 1.

| Term                                     | Major Deliverables  | Consultant Compensation**  |
|--|---|--|
| <p>June 1, 2023 – September 30, 2023</p> | <ul style="list-style-type: none"> <li>• Meetings with critical County staff and BoCC, phone conversations, and other forms of staff to staff communication</li> <li>• Drafting the Enabling Legislation</li> <li>• Implementing Internal controls, procedures for the acquisition of Properties identified for the CLAM Program</li> <li>• Drafting the contract and other templates and due diligence documents</li> <li>• Public outreach including preparation and mailing of willing seller letters to Top 15 Properties identified for the Clam Program, attendance at CLAM meetings, stakeholder meetings</li> <li>• Site evaluations</li> <li>• Initiate Florida Forever projects. These may include areas generally located in the southwest portion of the county along with the Atlantic to Okefenokee by either implementing boundary modifications or an entirely new Florida Forever Project.</li> <li>• Partnership-building with SJRWMD, Forest Service USDA, FDEP, GA DNR, Kings Bay Navy Base and others</li> <li>• Negotiations with landowners</li> </ul> | <p style="text-align: center;"><b>Not to exceed \$48,000</b></p> |
|  | <ul style="list-style-type: none"> <li>• County Approved Cost Reimbursement for third-party costs</li> </ul>  | <p style="text-align: center;"><b>Per invoice</b></p>            |



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/30/2023

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<br>Alliant Insurance Services, Inc.<br>4530 Walney Rd Ste 200<br>Chantilly, VA 20151-2285        | CONTACT NAME: <b>Balisha Averhart</b>  | PHONE (A/C, No, Ext): <b>(703) 397-0977</b> | FAX (A/C, No): <b>(703) 397-0995</b> |
|   | E-MAIL ADDRESS:  |   |                                      |
| INSURED<br><br><b>North Florida Land Trust</b><br><b>843 W Monroe St</b><br><b>Jacksonville, FL 32202</b> | INSURER(S) AFFORDING COVERAGE  |   | NAIC #                               |
|   | INSURER A : <b>Great Northern Insurance Company</b>                                  |   | <b>20303</b>                         |
|   | INSURER B : <b>Federal Insurance Company</b>   |   | <b>20281</b>                         |
|   | INSURER C : <b>Certain Underwriters at Lloyd's London-Syndicate 2357 (Nephila Sy</b> |   | <b>00000</b>                         |
|   | INSURER D :  |   |                                      |
|   | INSURER E :  |   |                                      |
| INSURER F :   |  |   |                                      |

**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 WVR                            | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|-------------------------------------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |                                     | 3607-41-13 EUC | 2/28/2023               | 2/28/2024               | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>100,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>Included</b> |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                       | X         |                                     | (23)7362-49-40 | 1/1/2023                | 1/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$   |           |                                     | 93653134       | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$<br><b>Aggregate</b> \$ <b>1,000,000</b>  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br><input type="checkbox"/> N/A |                |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| C        | <b>Professional Liab</b>  |           |                                     | PSL0039668124  | 5/25/2023               | 5/25/2024               | <b>Aggregate</b> \$ <b>1,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Volunteer Accident Limits:  
Accidental Death & Dismemberment Principal Sum: \$150,000  
Accidental Medical Expense Maximum Benefit Amount: \$25,000  
Aggregate Limit of Insurance: \$1,500,000

Re: Nassau County Board of County Commissioners.  
Nassau County Board of County Commissioners is an additional insured with respect to the General Liability and Auto Liability as required by written contract.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Nassau County Board of County Commissioners<br>Attn: Brandy Carvalho<br>96135 Nassau Place<br>Yulee, FL 32097 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

**Certificate Of Completion**

Envelope Id: 5A50FA96B0F84112807C1B68B0FE5626  
 Subject: Complete with DocuSign: NFLT - North Florida Land Trust, Inc - CLAM Services - \$48,000  
 Source Envelope:  
 Document Pages: 29 Signatures: 10  
 Certificate Pages: 6 Initials: 44  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Brandy Carvalho  
 bcarvalho@nassaucountyfl.com  
 IP Address: 50.238.237.26

**Record Tracking**

Status: Original  
 6/2/2023 4:13:42 PM  
 Holder: Brandy Carvalho  
 bcarvalho@nassaucountyfl.com  
 Location: DocuSign

**Signer Events**

| Signature  | Timestamp   |
|--|---|
| Brandy Carvalho<br>bcarvalho@nassaucountyfl.com<br>Director of Strategic Advancement<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | Sent: 6/2/2023 4:16:16 PM<br>Viewed: 6/2/2023 4:16:30 PM<br>Signed: 6/2/2023 4:17:07 PM |
| Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26  |   |

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

|   |   |
|---|---|
| Lanaee Gilmore<br>lgilmore@nassaucountyfl.com<br>Procurement Director<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | Sent: 6/2/2023 4:17:11 PM<br>Viewed: 6/2/2023 4:19:37 PM<br>Signed: 6/2/2023 4:19:44 PM |
| Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26   |   |

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

|   |   |
|---|---|
| Marshall Eyerman<br>MEyerman@nassaucountyfl.com<br>Assistant County Manager<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | Sent: 6/2/2023 4:19:46 PM<br>Viewed: 6/2/2023 4:21:06 PM<br>Signed: 6/2/2023 4:21:14 PM |
| Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26   |   |

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

|  |   |
|--|---|
| Allison DeFoor<br>adefoor@nftt.org<br>Security Level: Email, Account Authentication (None) | Sent: 6/2/2023 4:21:16 PM<br>Viewed: 6/5/2023 10:29:23 AM<br>Signed: 6/5/2023 10:39:42 AM |
| Signature Adoption: Pre-selected Style<br>Using IP Address: 50.244.71.105                  |   |

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/5/2023 10:29:23 AM  
 ID: a944982b-38ff-4023-a983-17c69980d142

| Signer Events   | Signature  | Timestamp   |
|---|--|---|
| <p>Abigail Jorandby<br/>                     ajorandby@nassaucountyfl.com<br/>                     Assistant County Attorney<br/>                     Nassau BOCC<br/>                     Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>                     Not Offered via DocuSign</p> | <p><i>Abigail Jorandby</i></p> <p>Signature Adoption: Pre-selected Style<br/>                     Using IP Address: 50.238.237.26</p>  | <p>Sent: 6/5/2023 10:39:45 AM<br/>                     Viewed: 6/5/2023 11:10:44 AM<br/>                     Signed: 6/5/2023 11:10:50 AM</p> |
| <p>Denise C. May<br/>                     dmay@nassaucountyfl.com<br/>                     Assistant County Attorney<br/>                     Nassau County BOCC<br/>                     Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>                     Not Offered via DocuSign</p>  | <p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style<br/>                     Using IP Address: 50.238.237.26</p>     | <p>Sent: 6/5/2023 11:10:53 AM<br/>                     Viewed: 6/5/2023 11:13:04 AM<br/>                     Signed: 6/5/2023 11:13:34 AM</p> |
| <p>Taco E. Pope, AICP<br/>                     tpope@nassaucountyfl.com<br/>                     County Manager<br/>                     Nassau County BOCC<br/>                     Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>                     Not Offered via DocuSign</p>       | <p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style<br/>                     Using IP Address: 50.238.237.26</p> | <p>Sent: 6/5/2023 11:13:37 AM<br/>                     Viewed: 6/5/2023 1:33:16 PM<br/>                     Signed: 6/5/2023 1:33:38 PM</p>   |

| In Person Signer Events             | Signature     | Timestamp        |
|-------------------------------------|---------------|------------------|
| <b>Editor Delivery Events</b>       | <b>Status</b> | <b>Timestamp</b> |
| <b>Agent Delivery Events</b>        | <b>Status</b> | <b>Timestamp</b> |
| <b>Intermediary Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
| <b>Certified Delivery Events</b>    | <b>Status</b> | <b>Timestamp</b> |

| Carbon Copy Events  | Status  | Timestamp                        |
|---|---|----------------------------------|
| <p>Tracy Poore<br/>                     tpoare@nassaucountyfl.com<br/>                     OMB Admin<br/>                     Nassau County BOCC<br/>                     Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>                     Not Offered via DocuSign</p>          | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div> | <p>Sent: 6/2/2023 4:17:09 PM</p> |
| <p>Chris Lacambra<br/>                     clacambra@nassaucountyfl.com<br/>                     OMB Director<br/>                     Nassau County BOCC<br/>                     Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>                     Not Offered via DocuSign</p> | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div> | <p>Sent: 6/2/2023 4:17:10 PM</p> |

| Carbon Copy Events  | Status           | Timestamp  |
|---|------------------|--|
| Clerk Admin<br>clerkservices@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign         | <b>COPIED</b>    | Sent: 6/5/2023 1:33:42 PM<br>Viewed: 6/5/2023 1:38:48 PM |
| Procurement Staff<br>BOCCProcurement@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b>    | Sent: 6/5/2023 1:33:43 PM                                |
| Witness Events  | Signature        | Timestamp  |
| Notary Events   | Signature        | Timestamp  |
| Envelope Summary Events   | Status           | Timestamps   |
| Envelope Sent   | Hashed/Encrypted | 6/2/2023 4:16:17 PM                                      |
| Certified Delivered   | Security Checked | 6/5/2023 1:33:16 PM                                      |
| Signing Complete  | Security Checked | 6/5/2023 1:33:38 PM                                      |
| Completed   | Security Checked | 6/5/2023 1:33:43 PM                                      |
| Payment Events  | Status           | Timestamps   |
| Electronic Record and Signature Disclosure  |                  |  |



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

#### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.