

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” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County and Consultant previously entered into a Contract for Professional Services dated June 5, 2023 (CM3400) for Conservation Land Acquisition & Management Program consultations, which was amended by the First Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated September 27, 2023 (CM3400-A1) and Second Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated October 26, 2023 (CM3400-A2) ; and

WHEREAS, the County and Consultant now desire to enter into a new contract further describing and expanding the services to be provided by Consultant as 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”; and

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WHEREAS, the County and Consultant further agree that this Contract shall supersede all prior written or oral understandings including the Contract for Professional Services dated June 5, 2023 (CM3400) the First Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated September 27, 2023 (CM3400-A1) and the Second Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated October 26, 2023 (CM3400-A2).

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 incorporated into and made part of this Contract:

Exhibit "A" CONSULTANT'S SCOPE OF SERVICES

Exhibit "B" INSURANCE REQUIREMENTS

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.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on September 30, 2025. The term of this Contract may be extended in one (1) year increments, up to five (5) years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

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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 \$312,000.00, in accordance with Exhibit "A".

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 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. 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.

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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.

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.

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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.

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

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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.

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

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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 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

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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 prior to the effective date of the termination. 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.

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

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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, 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

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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 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 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



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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 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

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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 is 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.

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.

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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 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**

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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.
- 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.

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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:

- 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.

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

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

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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. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the 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

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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
Attn: Brandy Carvalho, Director of Strategic Advancement
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.

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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.

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.

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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 including the Contract for Professional Services dated June 5, 2023 (CM3400), the First Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated September 27, 2023 (CM3400-A1) and the Second Amendment to Contract for Conservation Land Acquisition & Management Consulting Services dated October 26, 2023 (CM3400-A2).

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.

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.

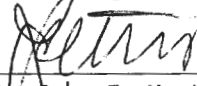
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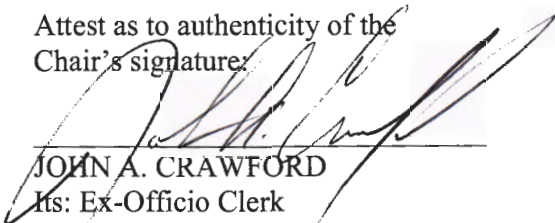
A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

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

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


By: John F. Martin
Its: Chairman
Date: 2-26-24

Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C May
DENISE C. MAY

NORTH FLORIDA LAND TRUST, INC.

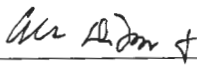

By: James Allison DeFoor
Its: President
Date: 2/21/2024

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JACKSONVILLE, FL 32202

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 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 and prior written approval of any cost by the County CLAM Representative as defined herein, 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 Manual and BoCC direction, and other applicable County policies. The Consultant will notify the County, through the County’s designated representative (“County CLAM Representative”), 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



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seller, which makes use of all the available and appropriate real estate and financial tools available to the 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 in closing the transaction.
- 2.8 Progress Reports, Records and Audit. The Consultant will provide the County with a report on the general status of the projects under consideration and negotiation. The Consultant will cooperate with County CLAM Representative for purposes of developing and generating an agreed-upon reporting format and timeframe for this purpose. The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to work performed under this Contract in such a manner as will readily conform to the terms of this Contract to ensure proper accounting for all funds expended under this Contract. The Consultant shall make such materials available at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for audit, inspections, and for copying by the County, or any of its duly authorized representatives.
- 2.9 The Consultant shall continue outreach efforts, including letter campaigns, calls and emails to seek interest from CLAM identified parcels.
- 2.10 Work with staff to update CLAM manual to be compatible with approved County referendum Resolution No. 2022-108 and in consultation with County staff.

- 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



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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 Contract, 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, including invoices for Due Diligence described in Paragraph 2.4 above, and in Implementation and Compensation Schedule described in Paragraph 6 below.
- 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 the County. County will be invoiced by Consultant monthly a lump sum amount of \$16,000.00, with a total not to exceed contract amount of \$192,000, beginning upon Contract execution, for consultation services. Due diligence expenses, as defined in the CLAM manual and approved as provided in Section 2.4 hereinabove, will be invoiced monthly, with a total contract amount not to exceed \$120,000.



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Table 1.

Term	Major Deliverables	Consultant Compensation**
February 1, 2024- February 1, 2025	<ul style="list-style-type: none"> • Coordinate with County staff regular strategy and planning sessions on project implementation phases. • Update CLAM manual to be compatible with approved County referendum Resolution No. 2022-108 and in consultation with County staff. • Meetings with critical County staff and BoCC, phone conversations, and other forms of staff-to-staff communication • Reviewing existing internal controls and procedures for the acquisition of Properties identified for the CLAM Program, and drafting updates and revisions to CLAM manual in coordination with County Staff • Drafting the contract and other templates and due diligence documents • Public outreach includes preparation and mailing of willing seller letters to Top 15 Properties identified for the CLAM Program, attendance at CLAM meetings, stakeholder meetings. • Site evaluations • Manage coordination with Florida Forever Program to leverage CLAM funding. • Partnership-building with SJRWMD, Forest Service USDA, FDEP, GA DNR, Kings Bay Navy Base, and others • Negotiations with landowners • Provide the County with a report on the general status of the projects under consideration and negotiation in an agreed-upon reporting format and timeframe • Maintain all records and make such materials available consistent with Paragraph 2.8 of the Agreement 	<p style="text-align: center;">Not to exceed \$16,000 per month</p>
	<ul style="list-style-type: none"> • Estimated Due Diligence Costs 	<p style="text-align: right;">\$120,000</p>



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NFLT Contract POC:

RONEY GUTIERREZ
Chief Operating Officer
rgutierrez@nflt.org
CELL: 352.870.4734 | OFFICE: 904.479.1964
843 W MONROE STREET, JACKSONVILLE, FL 32202



GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.



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

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

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

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

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

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

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

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