

**Clay County Agreement/Contract No. 2021/2022 – \_\_\_\_\_**

**AGREEMENT FOR STRATEGIC CONSERVATION PLAN  
AND LAND ACQUISITION ASSISTANCE**

This Agreement for Strategic Conservation Plan and Land Acquisition Assistance (“Agreement”) is made and entered into as of the \_\_\_\_ day of September, 2022 (“Effective Date”) between North Florida Land Trust, Inc., a Florida Not-for-Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, Clay County is a semi-rural county in northeast Florida with more than 219,000 residents. It encompasses 644 square miles of land with 39 square miles of navigable waterways and a 28-mile eastern boundary nestled along the lower banks of the St Johns River; and

**WHEREAS**, the County desires to establish a conservation program that will guide the protection of natural resources, reflect the environmental conservation values of the community and lay out a financial path for achieving conservation goals and objectives; and

**WHEREAS**, the County issued a Request for Proposals, RFP 21/22-46 (“RFP”) to solicit and engage a firm to develop a Land Conservation program for Clay County including land acquisition, land management, and options for future funding mechanisms; and

**WHEREAS**, the Consultant responded to the RFP with a proposal to offer the requested services (“Consultant’s Response”); and

**WHEREAS**, County staff evaluated and ranked the Consultant’s Response, and the County awarded the RFP to the Consultant based on staff’s evaluation and the Consultant’s Response; and

**WHEREAS**, founded in 1999, the Consultant, a not-for-profit organization seeks to protect the natural resources, historic places and working lands (farms and ranches) throughout north Florida and has preserved tens of thousands of acres of land through donation or purchase of land as well as conservation easements; and

**WHEREAS**, in addition to direct and facilitated land preservation, the Consultant provides strategic conservation planning services to other nonprofit organizations and local governments; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, the Consultant desires to provide the requested services in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

## **SECTION 1. THE PROGRAM**

- 1.1. The above recitals are true and correct and are incorporated herein by reference.
- 1.2. The Consultant shall provide professional services to create a Land Conservation Program that details methodologies for the identification and assessment of appropriate lands, provides an acquisition process for those lands which meet County conservation goals, and includes a framework for identification of appropriate partnerships to leverage additional funding opportunities (the “Program”). The Consultant will customize the conservation planning process according to the needs of the County.
- 1.3. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Chereese Stewart, Assistant County Manager or designee.

## **SECTION 2. SCOPE OF SERVICES**

- 2.1. The Scope of Services to be performed by the Consultant in relation to the development of the Program are set forth in the RFP Scope of Services attached hereto as **Attachment A** and incorporated herein by reference and the Consultant’s Approach and Fee Schedule attached hereto as **Attachment B** and incorporated herein by reference (the “Services”). The Services are broken up into two Phases. Phase 1 seeks to get consensus on the direction of the Program. Phase 2 memorializes the results of Phase 1 and combines additional information from other stakeholders, the public and subject matter experts into a final report on the Program for consideration by the Clay County Board of County Commissioners (Board).
- 2.2. During Phase 1, the Consultant and the County shall work together to schedule a Board of County Commissioners Workshop<sup>1</sup> wherein the Consult will make a presentation before the Board to get a consensus on the direction of the Program and determine the Board’s conservation values.
- 2.3. During Phase 2, the Consultant shall develop and host public workshops, prepare workshop summary reports with findings from public workshops, and prepare and present the final report on the Program to the Board.
- 2.4. Within twenty (20) days of the Effective Date or as otherwise designated by the Project Manager, the Consultant shall provide to the Project Manager for review and approval, a proposed detailed Schedule/Service Overview for the development of the Program that includes activities, identifies deliverables/tasks associated with the Services to be performed in Phase 1 and Phase 2,

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<sup>1</sup> The RFP and the Consultant’s Response reference a Board Workshop tentatively scheduled for August 23, 2022. This Workshop has not yet occurred and will be scheduled during Phase 1 Services under this Agreement.

dates/timeline for the deliverables/tasks, anticipated amounts/hours for Services, dates for workshops, meetings, and/or presentations, and any other pertinent details. After the Schedule/Service Overview is approved by the Project Manager, it will be maintained by the Consultant with input from the Project Manager. The Schedule/Service Overview may otherwise be updated as necessary, but the Consultant may not make material changes without the Project Manager's prior written concurrence. The approval of the Schedule/Service Overview by the Project Manager in no way attests to the validity of the assumptions, logic constraints, resource allocations, manpower, and any other aspect of the proposed schedule. The Consultant is and shall remain responsible for the planning and execution of Services in order to meet the completion dates.

2.5. The Consultant must meet with the Project Manager as arranged by the parties to review the status of the Services, upcoming critical activities, and overall performance.

2.6. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

2.7. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to the Services.

2.8. The Consultant acknowledges that it is bound by and shall comply with and require its subconsultants to comply with all federal, state, and local laws, statutes, regulations, and Executive orders applicable to the Services performed under this Agreement. Any express reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

2.9. The County may conduct performance evaluations at any time during performance of the Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

### **SECTION 3. ADDITIONAL SERVICES AND FEES**

3.1. If the County identifies or the Consultant recommends any additional services or phases to be provided by the Consultant that are not covered under the Agreement but are beneficial to the Program, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

#### **SECTION 4. TERM AND TIMELY PERFORMANCE**

4.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services. The Consultant agrees to timely perform all Services as provided for in this Agreement.

4.2. The term shall begin on the Effective Date and shall terminate upon completion of all Services hereunder. It is anticipated that the Consultant should complete and present the final report on the Program under Phase 2 to the County within ten (10) months of the Effective Date. The Agreement may be extended upon written agreement of the parties.

#### **SECTION 5. SUBCONSULTANTS**

5.1. Utilization of any subconsultant(s) in connection with this Agreement may be obtained for reasonable cause, as judged by the County, and requires PRIOR WRITTEN CONSENT from the County. Such written consent may be obtained from the Project Manager on behalf of the County.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.3. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.4. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

#### **SECTION 6. PAYMENT FOR SERVICES**

6.1. The County agrees to pay the Consultant for the Services performed in accordance with the terms of this Agreement on a **lump sum basis in the total amount not to exceed \$50,000.00 for Phase 1 and Phase 2 Services**. This amount includes the Services performed by the Consultant and any subconsultants, travel overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and any out-of-pocket costs or expenses associated with the Services.

6.2. The amount in provision 6.1 has been allocated by the Consultant into Phase 1 and Phase 2 as set forth in the Consultant's Fee Schedule in **Attachment B**. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered, in monthly increments based on percentage of completion of the Services in accordance with Section 7.

6.3. The parties do not anticipate any travel or other expenses to be incurred by the Consultant in connection with the Services. However, if such travel is required, such expenses incurred by the Consultant shall be reimbursed by the County to the Consultant only for documented actual

and reasonable expenses, without mark-up, up to the limits established for the travel expenses incurred in accordance with Section 112.061, Florida Statutes and as approved in writing in advance by the County. Such written approval may be obtained from the Project Manager on behalf of the County. Any travel and other expenses incurred by the Consultant prior to the written approval by the County are at the sole risk of the Consultant and are not subject to payment by the Customer.

## **SECTION 7. PAYMENT PROCEDURES**

7.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

7.2. The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed. The amount of the monthly payment shall be the total value of the Services rendered to the date of the Invoice, based on the allocations set forth in **Attachment B**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant’s name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number (if applicable).
- 4) The total amount of payment requested and Services performed, the total amount previously requested, and the total amount paid to date.
- 5) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion
- 6) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the Services have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the Services their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Services associated with this Agreement.

7.9. Final Payment. Subsequent to completion of the Services and prior to final payment, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or furnished under this Agreement. It is further

agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants.

## **SECTION 8. CHANGE ORDERS**

8.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the amounts in the Fee Schedule for Services; to provide for a time extension; to settle contract claims; and to provide for unforeseen circumstances. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. Change Order requests must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable solely to the Consultant.

## **SECTION 9. INSURANCE**

9.1. The Consultant shall maintain throughout the term of this Agreement and during any extension or renewal term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum

or non-owned)

limits for all additional coverages

Workers Compensation  
Employers Liability

Statutory limits  
\$100,000 Each Accident  
\$500,000 Disease Policy  
\$100,000 Disease-Each Employee

Professional Liability

\$1,000,000 (with continuous coverage in place for 3 years after the Agreement ends)

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Either prior to, or simultaneously with the execution of this Agreement, the Consultant must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Consultant must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Consultant shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

## **SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY**

10.1. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County, including its officers and directors from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.



10.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 11. DEFAULT AND TERMINATION**

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records,

data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

## **SECTION 12. REMEDIES**

12.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

## **SECTION 13. NOTICE**

13.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

North Florida Land Trust  
843 W. Monroe St.  
Jacksonville, FL 32202  
Attention: Ramesh Buch  
Copy to: Heather Nagy

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Chereese Stewart

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

## **SECTION 14. DOCUMENT OWNERSHIP AND USE**

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon termination or expiration of this Agreement, to the extent requested, all of the

documents shall be delivered by the Consultant to the County in a format approved by the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

## **SECTION 15. AUDIT OF CONSULTANT'S RECORDS**

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County and its authorized representatives. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Services upon request by the County.

## **SECTION 16. ACCURACY OF SERVICES**

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

## **SECTION 17. PUBLIC RECORDS**

17.1. The Consultant acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any

contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and,
- d. Upon completion of the Agreement, 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 Services. If the Consultant transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must 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 must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. 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.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**SECTION 18. TAXES**

18.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

**SECTION 19. APPROPRIATED FUNDS**

19.1. The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

**SECTION 20. SUSPENSION AND DEBARMENT**

20.1. By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**SECTION 21. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST**

21.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

21.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

21.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

## **SECTION 22. NON-DISCRIMINATION**

22.1. In performance of this Agreement, the Consultant agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

22.2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

## **SECTION 23. NO ASSIGNMENT**

23.1. The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

## **SECTION 24. NO THIRD-PARTY BENEFICIARIES**

24.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

## **SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT**

25.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. Terms or conditions included in an Invoice or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

## **SECTION 26. FURTHER ASSURANCES**

26.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

## **SECTION 27. GOVERNING LAW AND VENUE**

27.1. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

## **SECTION 28. ATTORNEYS' FEES**

28.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

## **SECTION 29. INDEPENDENT CONTRACTOR**

29.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

## **SECTION 30. WAIVER**

30.1. No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time

to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

#### **SECTION 31. SEVERABILITY**

31.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

#### **SECTION 32. HEADINGS**

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

#### **SECTION 33. COUNTERPARTS**

33.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

#### **SECTION 34. ENTIRE AGREEMENT**

34.1. This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

#### **SECTION 35. ATTACHMENTS**

35.1. The following attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFP Scope of Services
Attachment B	Consultant's Approach and Fee Schedule

#### **SECTION 36. AUTHORITY**

36.1. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.



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

**NORTH FLORIDA LAND TRUST, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Wayne Bolla  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

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# **ATTACHMENT A**

## **RFP SCOPE OF SERVICES**

**RFP NO. 21/22-46, STRATEGIC CONSERVATION PLAN AND LAND ACQUISITION  
ASSISTANCE**

**PURPOSE**

This Request for Proposals (RFP) is issued for the purpose of establishing a contract with one Firm capable of developing a Land Conservation program for Clay County including land acquisition, land management, and options for future funding mechanisms. The County desires to establish a conservation program that will guide the protection of our natural resources, reflect the environmental conservation values of the community and lay out a financial path for achieving conservation goals and objectives.

**SCOPE OF SERVICES**

**I. OBJECTIVES**

The objective of the RFP is to obtain proposals from interested and qualified Firms offering professional services for the creation of a Land Conservation Program that details methodologies for the identification and assessment of appropriate lands, provides an acquisition process for those lands which meet County conservation goals, and includes a framework for identification of appropriate partnerships to leverage additional funding opportunities.

**II. SCOPE OF PROJECT**

All proposals must either meet or exceed the requirements contained herein.

Phase I:

1. Develop, participate, and present a 2-hour workshop with the Clay County Board of County Commissioners (BOCC) regarding Land Conservation Programs. Date tentatively set for the August 23, 2022 workshop from 10:00 a.m. – 12:00 p.m.

The goals of the workshop are:

- a. To educate the Board members regarding Land Conservation program development in Florida
  - b. To determine the Board's conservation values regarding the characteristics of lands to be protected
2. Get consensus on two questions from BOCC:
    - a. Does the BOCC wish to work towards a November 2024 referendum? This consensus-building would follow a presentation of how successful programs are developed, implemented and accomplished.

- b. What are the BOCC values that should be reflected in the Referendum, any site evaluation tools, and ultimately in the lands protected? This consensus-building follows a discussion of suggested values typically identified in these kinds of programs.
3. Prepare and present a Workshop Summary Report that includes:
  - a. Data and maps considered
  - b. Description of the consensus-building methodology
  - c. Consensus vote on Question 1 above with sense of schedule and partners
  - d. Consensus vote on Question 2 above with a draft values matrix and map of where potential properties lie that meet those criteria
  - e. Recommendations for further consideration/adoption

#### Phase II:

1. Draft a Conservation Land Program that includes a land acquisition element, a land management element, and a funding element, and which incorporates the results of the Phase I workshop.
2. Develop and present 3 public workshops located in diverse areas of the County to provide an opportunity for public participation in the identification of conservation values and goals.
3. Prepare and present a Workshop Summary Report that includes:
  - a. Data and maps considered
  - b. Recommendations for further consideration/adoption

### **III. EXPECTED RESPONSIBILITIES AND DELIVERABLES**

The following list illustrates the activities expected from the firm. This list is not all-inclusive. A detailed list of deliverables will be negotiated.

Under the supervision of the BOCC Project Manager, the firm will:

1. Develop an overall work plan and calendar for the Phase I workshop and Phase II.
2. Manage all workshop logistics that follow State and Federal guidelines.
3. On a bi-weekly basis, discuss progress with BOCC Project Manager to receive interim feedback and guidance.
4. Prepare a Phase I workshop summary as outlined above capturing key points of BOCC staff participants.
5. Prepare Phase II public workshop report that analyzes and summarizes workshop and information session experiences, reactions, and input.
6. Prepare a final document including related maps for review and approval by Staff. After review the report is to be refined and represented to Staff prior to review by the Commissioners.
7. Attend the meeting of the BOCC to present the document and address any questions of the Commissioners.

8. Incorporate any final comments from the Commissioners meeting into the document and finalize for delivery to County Staff.
9. All cost associated with the preparation and presentation of the proposal will be borne by the Firm.
10. Necessary office space and equipment will be provided by the Firm.
11. Handout material given to BOCC and the public will not be returned.
12. Completion date for Phase II is tentatively set for April 1, 2023. This date is subject to change during contract negotiations.

#### **IV. SPECIFIC REQUIREMENTS OF FIRM**

The selected Firm(s) should have extensive experience with all levels of land conservation programs including but not limited to State and Federal requirements.

#### **PAYMENT**

Firm may request payment no more than once monthly.

All payments will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

#### **ADDITIONAL SERVICES**

If the County and/or Firm identifies any additional services to be provided by Firm that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Firm.

# **ATTACHMENT B APPROACH AND FEE SCHEDULE**

**RESPONDANT: North Florida Land Trust**

**Address:**

North Florida Land Trust  
843 W. Monroe Street  
Jacksonville, Florida 32202

Website: [www.NFLT.org](http://www.NFLT.org)

Main Phone: 904-479-1967

Project contact: Heather Nagy

Email: [hnagy@nflt.org](mailto:hnagy@nflt.org)

Phone: 904-479-1962

**Philosophy:**

North Florida Land Trust was founded in 1999 and is a local land conservation 501(c)3 organization focused on preserving and enhancing our quality of life by protecting North Florida's irreplaceable natural environment. We have a core service area of 7 counties in Northeast Florida and work on an as-needed basis elsewhere throughout the state.

**Our Mission:**

To preserve and enhance our quality of life by protecting North Florida's irreplaceable natural environment.

**We envision:**

North Floridians feel more connected to and have a stronger appreciation for our unique native environment. The North Florida Land Trust implements collaborative approaches for long-term solutions commensurate with rapid growth. By protecting more of North Florida's farms, forests, and natural areas, we maintain traditions, enhance lives, and sustain our expanding communities.

**Core Values**

We believe...

- We all bring our greatest strengths, and together they *add power*.
- Our dedication to innovation and new ideas *gets results*.
- Our dependability and accuracy *earn trust*.
- Consistently being transparent and honest *brings us together*.
- Our passion and connection to protecting our natural environment *make a difference*.



To preserve and enhance our quality of life  
by protecting North Florida's irreplaceable  
natural environment.



## **NFLT Approach | Phase 1**

The North Florida Land Trust understands the goals of each local Land Conservation Program varies according to the desires of their residents and the County Commission. NFLT staff has developed a blueprint for building successful local land conservation programs. NFLT will customize the conservation planning process according to the needs of Clay County. NFLT understands the County has divided the process into two Phases. Phase 1 seeks to get consensus on the direction of the Program. Phase 2 memorializes the results of Phase 1 and combines additional information from other stakeholders, the public and subject matter experts into a final report for consideration by the Board of County Commissioners (BOCC).

Prior to the Phase 1 BOCC workshop, NFLT will meet with Clay County staff to develop a schedule, identify deliverables and to fine-tune the workshop agenda and process. In addition, NFLT will gather and review relevant maps, plans, studies, resource inventories, and other information, and produce base maps of key natural resource data sets that are traditionally used to evaluate the area's resource base. Additional datasets may be presented as directed by County staff.

During the first session of the BOCC workshop, NFLT will give an informational and educational presentation on how County land conservation programs have been typically developed. NFLT will provide examples from our experience working with other counties on the development of their land conservation programs, and what we feel are the most effective tactics in developing and implementing a successful program. NFLT will cover the various funding mechanisms used for land conservation programs, and the methods for targeting good land acquisition projects. The goal of this presentation will be for the BOCC to understand what makes a successful land conservation program, how to efficiently use public funds, and how to target acquisition efforts to achieve the County's conservation goals. NFLT's goal for this session is to help the BOCC visualize a future for Clay County and chart a course to realize that vision using land conservation as a tool. By the end of this session, the BOCC will be asked to come to a consensus on whether to work toward a November 2024 ballot referendum. The next session will ask what kind of conservation values are important to the BOCC.

During the conservation values session of the workshop, NFLT will introduce the different data sets available for planning, such as water quality, aquifer recharge, rare species habitat, trails and recreation, military zones, etc. These datasets will be displayed as large-scale maps on the walls of the meeting room. NFLT will focus on the mechanics of the strategic planning process, delving into the decision-making process, and how natural resource ranking ties into GIS models and mapping. Each dataset will be reviewed with the participants, and hand-outs with short summaries of each dataset will be provided.

The second portion of this session will be the consensus-building through voting and discussion period. Commissioners will be asked to vote on all the natural resource datasets using "dot





To preserve and enhance our quality of life  
by protecting North Florida's irreplaceable  
natural environment.



matrix voting.” Each Commissioner will be allowed to vote on what they feel are the top conservation values for Clay County by placing sticky notes on the natural resource maps. Commissioners will have complete discretion as to where they can apply their votes. Discussion is always encouraged, and Commissioners can change their vote if the final discussion leads them to change their minds.

Following this workshop, NFLT will write and distribute a report summarizing the key outcomes of these workshop, including the BOCC decision on a November 2024 ballot referendum, and the results of the natural resource dot matrix voting. Maps and infographics will be provided wherever necessary.

## **NFLT Approach | Phase 2**

### **Public Workshops and Drafting a Land Conservation Program Blueprint**

A well-executed strategic conservation planning process should include community input and reflect the community’s values. NFLT will help County staff develop and present public workshops to allow the community to speak to their “conservation values” and quantify them in measurable terms for staff and elected officials. As with the BOCC, the participants will be asked to rank and prioritize what they think are the important conservation values to be protected by a land conservation program. These workshops will present the public with the results of the staff and BOCC quantitative weightings, and they will be provided an opportunity to give input.

Following the BOCC and public workshops, NFLT will compile the results into a draft Clay County Land Conservation Program Blueprint. NFLT will develop a GIS model that incorporates stakeholder priorities and produce a series of maps that visually display the results compiled into an easily digestible report. Additionally, this report will include a land management and funding mechanism. NFLT will work with County staff and the BOCC to incorporate recommendations as to the land acquisition and management process, such as approving institutions or boards, acquisition processes, criteria, etc. into the report. The final plan will allow your governing body to easily recognize good land acquisition projects and feel confident in its decisions. The analogy is line-of-sight from community values >> conservation values >> referendum language >> program goals >> the project evaluation and selection criteria >> portfolio of protected lands >> to land management plans >> stewardship of those lands.

The ultimate goal of this planning effort should be a portfolio of well-managed lands that reflect the values of the community and the BOCC and that is politically and financially sustainable.

## North Florida Land Trust | Fee Schedule

North Florida Land Trust will submit invoices to include:

- 1) receipts for out-of-pocket expenses (with no markup),
- 2) ~~mileage for travel at the prevailing federal rate, and~~
- 3) staff hours to carry out Scope of Services. Staff hours will be charged at the rate of \$125 / hour.

### Proposed Scope of Services Budget:

ITEM	TASK	HOURS	FEE
PHASE 1:			
BOCC Workshop Preparation	GIS data gathering and mapping	24	\$3,000.00
	Additional workshop preparation- meeting materials, PowerPoint presentation, script, agenda, etc.	48	\$6,000.00
BOCC Workshop- August 23, 2022	Prepare and host workshop	8	\$1,000.00
Workshop Summary Report	Summarize results of workshop and develop draft Conservation Land Program	120	\$15,000.00
PHASE 1 TOTAL:		200	\$25,000.00
PHASE 2:			
Public Workshops	Develop and host three public workshops	96	\$12,000.00
Final Report	Prepare Workshop Summary Report with findings from Public Workshops	80	\$10,000.00
Final BOCC Workshop	Prepare final Conservation Land Program report for presentation at BOCC workshop	24	\$3,000.00
PHASE 2 TOTAL:		200	\$25,000.00
GRAND TOTAL PHASES 1 & 2:		400	\$50,000.00