

Grants & Contracts - Transmittal Memo

DATE: August 11, 2017

FROM: Purchasing Division, Contracts

TO: Charlie Houser

CONTRACT #: 10648

VENDOR: Alachua County Conservation Trust

DESCRIPTION: #10648 with Alachua County Conservation Trust
Alachua County Forever Conservation Land Program Contract
Negotiator
RFP 17-219

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 8/8/2017

RECEIVED ON: 8/11/2017

TERM START: 8/8/2017

TERM END: 9/30/2018

AMOUNT: \$110,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #: 17-219

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
Purchasing Division
File

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND ALACHUA CONSERVATION TRUST**

This Agreement is entered into this 8th day of August, 2017 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Alachua Conservation Trust** doing business at 7204 SE County Road 234, Gainesville, FL 32641 hereinafter referred to as "Professional." Collectively, the County and the Professional are referred to herein as the "Parties."

WHEREAS, on November 8th, 2016 Alachua County voters approved the 8-year Wild Spaces Public Places ½-cent surtax referendum for the purpose of acquiring and improving environmentally significant lands to protect drinking water sources, water quality and wildlife habitat, and to create, improve and maintain parks and recreational facilities; and

WHEREAS, the County issued RFP 17-219 seeking the professional services of a contract negotiator to assist the County in the implementation, coordination and promotion of the County's Alachua County Forever Program; and

WHEREAS, after evaluating and considering all timely responses to RFP 17-219, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to employ the Professional to provide the services described in RFP 17-219 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein, and

WHEREAS, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is hereby acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both Parties and continuing through September 30, 2020, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one (1) additional three (3) year term at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is authorized under Florida law to serve as agent for the County in real estate negotiations and other services as identified in this Agreement related to the acquisition of real property;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be conducted;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations; and

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A."**

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Attachment "B."**

5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid annually for those services and Reimbursable Expenses required by this Agreement not to exceed the sum of \$110,000.00. This amount includes required travel internal to and within 50 miles of Alachua County.

5.2. The payment to the Professional shall be increased 2% annually.

5.3. Reimbursable Expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

5.3.1. Expenses for traveling a distance greater than 50 miles from the jurisdictional boundary of Alachua County, Florida, when traveling in connection with provision of services under this Agreement, shall be in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

5.3.2. If authorized in writing in advance by the County's representative, the cost of

other expenditures made in the interest of the work effort.

5.3.3. Other expenses that do not constitute Reimbursable Expenses, such as cost of acquiring appraisals, may be paid by the County if the Professional obtains the prior written approval of the County. Such expenses shall not be deducted from annual "not to exceed amount" specified in subparagraphs 5.1.

5.4. As a condition precedent for any payment, the Professional shall submit quarterly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Charles H. Houder, Director
Parks and Conservation Lands
408 West University Ave., Suite 106
Gainesville, FL 32601

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Alachua Conservation Trust, Inc.
7204 S.E. County Road 234
Gainesville, FL 32641
ATTN: Thomas Kay

6. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.
- 6.1. Current required Alachua County Government Minimum Wage is \$12.50 per hour when health benefits are provided at the equivalent value of \$1.98 per hour and \$14.48 when health benefits are not provided (collectively, the "Minimum Wage")
- 6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 6.3. The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 6.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirement
- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S
- 6.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

7. **Personnel.**

- 7.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Tom Kay	Executive Director
Ivor Kincaide	Land Manager
Chris Burney	Project Manager
Jennifer Lomberk	Staff Attorney
Lesa Holder	Office and Business Manager

- 7.2. So long as the individuals named above remain actively employed or able to be retained by

the Professional, they shall perform the functions indicated next to their names. The Director, Parks and Conservation Lands may authorize changes to this list, but all such changes must be approved in writing.

8. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of notice, Professional's and County representative are:

County:
Title: Director, Parks and Conservation Lands
Dept: Parks and Conservation Lands
408 West University Ave, Suite 106
Gainesville, FL

Professional:
Alachua Conservation Trust, Inc.
7204 S.E. County Road 234
Gainesville, FL 32641
ATTN: Thomas Kay

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

9. **Default and Termination.**

- 9.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Director, Parks and Conservation Lands is authorized to

provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

9.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

10. Project Records.

10.1. General Provisions:

10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.2. Confidential Information:

- 10.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 10.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.
- 10.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. 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.
- 10.4. **Compliance**
- 10.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract
- 10.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS

REGUARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY DIRECTOR, PARKS AND CONSERVATION LANDS AT 352-264-6804, CHOUDER@ALACHUACOUNTY.US, 408 WEST UNIVERSITY AVENUE, SUITE 106, GAINESVILLE, FL

11. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
12. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "1"**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

15. Indemnification

- 15.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims,

etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

15.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

16. **Standard of Care.** The services of the Professional shall be performed with the expertise which would be exercised by a qualified professional real estate contracts negotiator performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the real estate acquisition, the Professional shall furnish, at his own cost and expense, the documents and information necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
17. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
18. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
19. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
20. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
21. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests. The Parties acknowledge and agree that circumstances may arise when there is insufficient time for the County to tender an offer to purchase property that the County may wish to acquire. In those circumstances, and ONLY UPON ADVANCED WRITTEN APPROVAL BY THE COUNTY, Professional may enter into a contract to purchase or otherwise acquire property, or Professional may actually purchase or otherwise acquire title to the property. In those instances, the Professional will either assign the contract to purchase to the County or, if Professional acquired title to the property, Professional shall convey title to the County. This shall not constitute a conflict of interest, provided neither the Professional nor any

of its employees have any undisclosed financial or personal interest in the property and, other than the fees and expenses authorized under this Agreement, the Professional conveys the property to the County at cost.

22. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
24. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
25. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
27. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the parties.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
30. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
31. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
32. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.



5.8 m

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: K. Cull
K. Cull, Chair
Board of County Commissioners
Date: 8/10/17

ATTEST:

Jesse K. Irby II
Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: Laurel Nesbit
Print: Laurel Nesbit
Title: President

PROFESSIONAL

By: Tom Kay
Print: Tom Kay
Title: Executive Director
Date: 7/14/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: SCOPE OF SERVICES

1 General Requirement

The Professional shall provide expertise in real estate acquisition and conservation of environmentally significant lands in Florida in coordination with Alachua County, through its Alachua County Forever Conservation Land Program (ACF)

2 Professional 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 Alachua County Forever Program.

2.2 Land Acquisition. Work under the direction of the County's ACF Program and provide support in the acquisition of environmentally significant lands. In accordance with Resolution 15-106 (as amended from time to time) and applicable policies and priorities of the County, the Professional shall identify and contact the owners of environmentally significant lands to determine the willingness of such owners to negotiate a sale of their land. The Professional shall conduct further activities necessary to negotiate with and contract for the purchase of such properties. Such contracts shall be subject to the approval of the Board of County Commissioners.

2.3 Negotiations. Utilize an approved negotiation strategy and appraisals provided by the County. As required, the Professional will assist the County in developing negotiation strategies by participating in meetings of the Land Conservation Acquisition Planning Team. The Professional will notify the County, through its designated representative, when negotiations commence and terminate on each parcel. All negotiations will be conducted by experienced negotiators skilled in real estate transactions. A copy of the Professional's files for each parcel will be made available to the County at all reasonable times from the commencement of negotiations. The Professional will provide information concerning on-going negotiations when requested by the County.

2.4 Legal and Related Acquisition and Transfer Support. During the course of due diligence of a purchase agreement and through the closing, the Professional will coordinate and assist the County ACF and legal staff as required in order to bring the transaction to a successful conclusion. In coordination with County staff, the Professional will assist County staff in the preparation of all basic legal acquisition and closing documents, negotiate with sellers or their authorized agents and coordinate the legal requirements of the acquisition with the County's staff assigned to the transaction to ensure compliance with County requirements. If requested, the Professional will attend the real estate closing. With respect to acquisitions by the County which are to be subsequently transferred to the State of Florida, the Professional will assist the County's staff, as requested, in the preparation of necessary documentation and provide technical support

and assistance to effect the transfers. Where needed in specific transactions, the Professional will use its financial planning expertise to frame a deal, suitable for the landowner, which makes use of all the available and appropriate real estate and financial tools available to Alachua County Forever.

2.5 Acquisition Documents. Obtain purchase or option agreements on behalf of the County. Agreements to purchase will be on forms approved by the County and subject to the approval of the Board of County Commissioners. If approved, the County will accept the Professional's assignment of the agreement, and proceed to close directly with the owner of the parcels in question. All documents generated by the Professional for the purpose of implementing the County's ACF Program, including appraisals if any, will be delivered to the County by the Professional and may be used by the County as if they were the County's own documents.

2.6 Alternate Funding Sources (Government Relations). The Professional should have specific experience with the processes and documents used by the Florida Division of State Lands, the Water Management Districts, the Florida Communities Trust, Agricultural Conservation Easement Program, the Federal Wetlands Reserve Program and other State and federal land conservation programs, including rules governing mitigation agreements and land banks. In the event the County makes application for matching local, state or federal funding for the purchase of environmentally significant lands, the Professional will provide technical assistance to assist the County in securing said matching local, state or federal funding. The County acknowledges that in the event alternative funding is secured for purposes of effecting an acquisition, said acquisition may be subject to specific statutory requirements and guidelines, and all documentation and procedures necessary to effect the acquisition and subsequent transfer of the property may be subject to the review and approval of the participating funding agency. In such event, the Professional staff will prepare the requisite documentation and submit same for approval to the funding agency and the County, and assist and coordinate with the County for purposes of satisfying the requirements of the funding agency.

2.7 Progress Reports, Records and Audit.

2.7.1 The Professional will provide the County with a monthly report on the general status of the projects under consideration and the results of negotiations. The Professional will cooperate with County's designated representative for purposes of developing and generating an agreed-upon reporting format for this purpose. The Professional will also provide the County with a quarterly accounting of the Contract Fee; said accounting to be in such form as may be required by the County.

2.7.2 The Professional agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement, and to make such materials available at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement,

for audit, inspection and/or copying by the County, or any of its duly authorized representatives.

2.7.3 The Professional shall also maintain such records and accounts, including property, personnel and financial records as are deemed necessary by the County to insure proper accounting for all funds expended under this Agreement. Said records shall be available upon request, at all reasonable times during the term of this Agreement, for audit purposes and copying by the County or its auditors.

2.8 **Conflicts.** The Professional will maintain the confidentiality of all appraisals, offers, and other negotiation matters to the extent required by applicable law. This confidentiality provision shall apply to each member of the Professional's staff. No member of the Professional'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 Professional staff member or member of its Board has any financial interest in the land to be acquired or that is owned by the County. 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 Professional. The Professional will not be precluded from entering into joint purchase agreements with the county.

2.9 **Communications, Outreach and Public Education.** As needed by the County, the Professional shall assist the County with its public education program including coordination of public awareness campaigns, public relations and public presentations. Specifically, the Professional will assist the County as required in initiating and focusing on the needed communications with media, County Commissioners, County staff, environmental organizations, community organizations, landowners and other government agencies and to arrange media events and press releases for purposes of promoting the County's ACF Program and highlighting acquisitions. It is expressly understood and agreed by the Professional that any press release or public information concerning the County's ACF Program is subject to the prior approval of the County.

2.10 **Grants.** If requested by the County, the Professional will assist the County with the development and promotion of acquisition or operational grants.

2.11 **Employees.** The Professional shall assign one full-time staff mutually agreed upon by both parties to be located at the County's designated offices with the task of implementing this Agreement.

2.12 **Relationship.** In no event shall this Agreement or Professional's negotiations create an employment relationship, express or implied, between the County and the Professional. The relationship hereby created between the County and the Professional is that of an independent contractor and under no circumstances is the Professional to be deemed an agent or agency of the County. The Professional shall place owners on notice during negotiations that County shall not be bound to any person or entity to approve or consummate a purchase, or exercise an option to

purchase as a result of the Professional's negotiations, unless and until approved by formal action of the Board of County Commissioners.

ATTACHMENT B: Duties Of The County

The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

- A. Provide office space to include telephone, computer with internet and County Network access, use of fax, copier and similar equipment, and provide general office supplies.
- B. Designation of lands to be acquired pursuant to County Resolution 15-106 (as may be amended).
- C. Provide appraisals, environmental audits, title searches, surveys.
- D. Pay for mailings.

ATTACHMENT C: Insurance Requirements

TYPE "C" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the

County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:
Commissioners

Alachua County Board of County

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon

EXHIBIT 2: Certificate of Insurance

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

ATTEST (By Corporate Officer)

By: Laurel Nesbit

Print: Laurel Nesbit

Title: President

CONTRACTOR

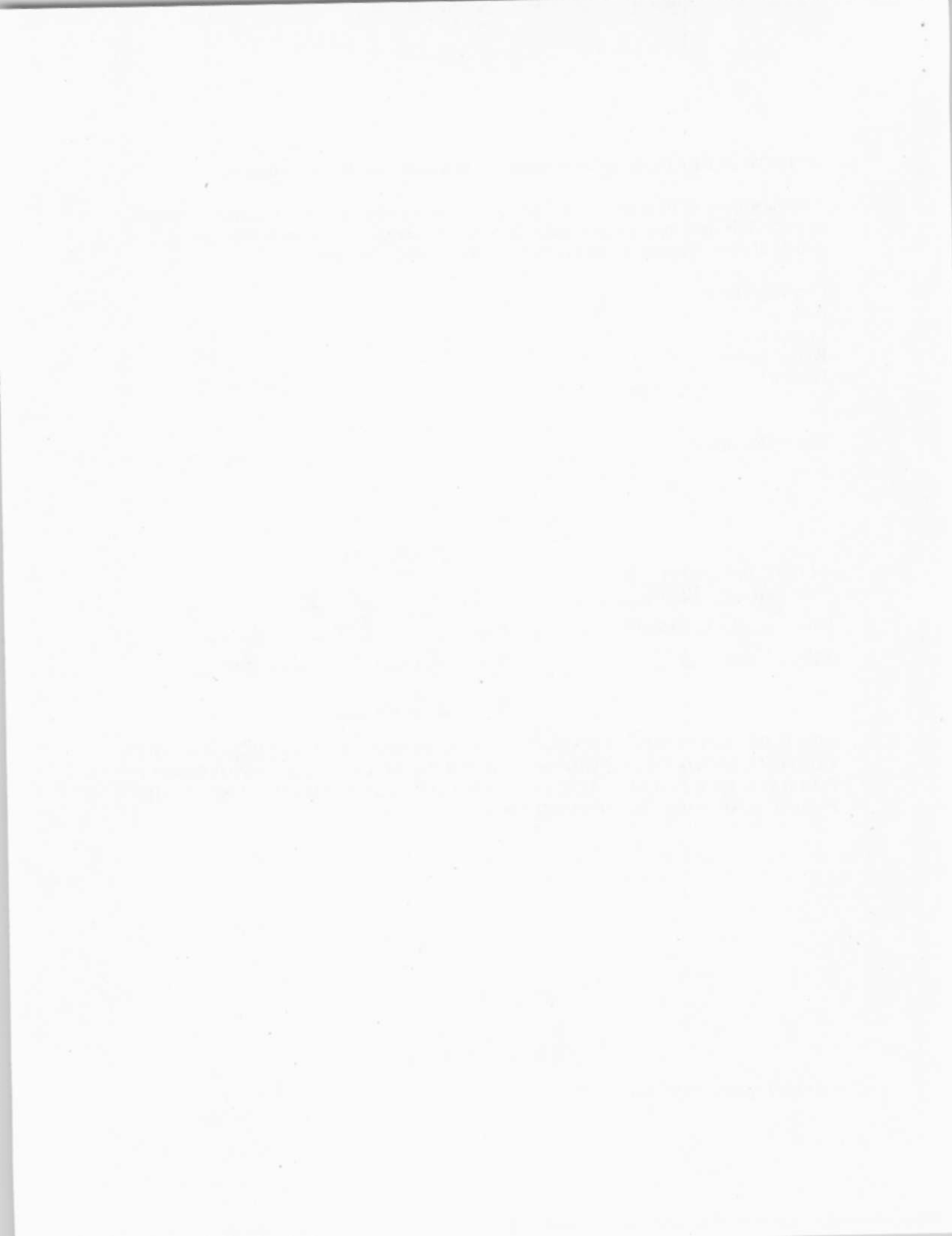
By: Tom Kay

Print: Tom Kay

Title: Executive Director

Date: 7/14/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION





Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM**

August 8, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #33.

Agenda Item Name:

Alachua County Forever Conservation Land Program Contract Negotiator RFP# 17-219

Presenter:

Charlie Houder, 264-6804

Item Description:

Approve and authorize execution of the contract with Alachua Conservation Trust for RFP 17-219 Alachua County Forever Conservation Land Program Contract Negotiator.

Recommended Action:

Approve and authorize execution of the contract with Alachua Conservation Trust for RFP 17-219 Alachua County Forever Conservation Land Program Contract Negotiator.

Prior Board Motions

May 10, 2016 -- The Board approved the adoption of the Wild Spaces Public Places Ballot Initiative Ordinance to Acquire and Improve Conservation Lands and Create, Improve and Maintain Parks and Recreational Facilities throughout the County.

February 28, 2017 -- The Board adopted a resolution and budget amendment to create a new fund and budget and appropriate the unanticipated revenue related to the November, 2016 passing of the Wild Spaces Public Places (WSPP) 1/2 Cent Sales Tax Referendum.

March 28, 2017 - The Board approved the Finance Report to rank RFP 17219 Alachua County Forever Conservation Land Program Contract Negotiator, to Alachua Conservation Trust, and authorized staff to negotiate an agreement with the top ranked firm, Alachua Conservation Trust.

Fiscal Consideration:

021.41.4160.537.31.93, \$110,000.00 per year, increasing 2% per year

Background:

In November 2016, Alachua County voters approved the 8-year Wild Spaces Public Places 1/2 Cent Sales Tax Referendum authorizing the County to extend the Alachua County Forever Program to acquire and improve environmentally sensitive lands to protect drinking water sources, water quality, and wildlife habitat, and to

create, improve and maintain parks and recreational facilities.

RFP 17-219 Alachua County Forever Conservation Land Program Contract Negotiator was advertised on December 28, 2016 and January 4, 2017. The deadline for receipt of bids was extended from February 1, 2017 until February 15, 2017 at 2:00 PM. Alachua Conservation Trust was the sole responsive and responsible bidder meeting specifications. Subsequent to Board authorization on March 28, 2017, staff entered negotiations with Alachua Conservation Trust to develop the attached agreement with a three-year term and a total not-to-exceed of \$110,000 per year for the first year, increasing at 2% per year thereafter.