



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands

AGREEMENT BETWEEN ALACHUA COUNTY AND AMERICAN FARMLAND TRUST, INC

This Agreement made and entered by and between American Farmland Trust, a District of Columbia nonprofit corporation having an address at 1150 Connecticut Avenue NW, Suite 600, Washington, DC 20036 ("AFT") and authorized to do business in the State of Florida, and Alachua County, a political subdivision and charter county of the State of Florida ("County"). Collectively AFT and the Navigator are referred to as the "Parties."

WHEREAS, the County applied for, and by this Agreement is awarded, a grant from AFT for a Land Transfer Navigators Program (the "Program");

WHEREAS, the Parties desire to enter into the Agreement to establish a framework for cooperation and collaboration regarding the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Term** The term of this AGREEMENT shall be from November 1, 2023, to October 31, 2024. The term of the AGREEMENT shall automatically renew on an annual basis unless either party provides written notice of termination by October 31 of any year during the then current term of the AGREEMENT, provided however that in no event shall this AGREEMENT automatically renew after October 31, 2027. On an annual basis, AFT and the County will review the Deliverables Information Checklist (listed below) to ensure the deliverables have been met. AFT may choose not to renew the AGREEMENT if deliverables have not been met and may terminate the AGREEMENT with prior written notice to the County should the County otherwise fail to abide by the terms of this AGREEMENT. The County may notify AFT at the end of any year that it is unable or uninterested in continuing to serve as a Navigator, in which case this AGREEMENT shall be terminated.
2. **Responsibilities of the County**
 - 2.1. During the term of this agreement, the County shall:
 - 2.1.1. Commit to participate in the Program for four years beginning November 2023 and ending October 2027 (subject to the termination provisions above).
 - 2.1.2. Dedicate participating staff or contractor to attend all training and networking activities that include:
 - 2.1.2.1. A virtual kick-off meeting on November 14, 2023, from 1:00 – 3:00 p.m. EDT.
 - 2.1.2.2. A 2-3-day in-person training held annually. The first is scheduled for January 29 – 31, 2024 in Savannah, Georgia. As a national program, the training location will move from year to year.
 - 2.1.2.3. Up to 10, 2-hour virtual engagements annually for additional training, networking, and peer-to-peer learning.
 - 2.2. Develop a *Program Action Plan* describing actions the County and participating staff or contractor will take to promote farm and ranch transfer and succession strategies with



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producers and landowners, including land access opportunities for next generation farmers and ranchers.

- 2.3. Deliver information, direct technical assistance, and/or coaching to 120 farmers, ranchers and/or landowners over four years in support of the program goal to increase the transfer of farm and ranch land to the next generation of producers. This number can include people with whom the organization is already working to support.
- 2.4. Participate in all program evaluation components. The evaluation will include Action Plan check-ins, pre- and post-training surveys throughout the course of the project, as well as participation in interview sessions with AFT program staff and consultants.
- 2.5. Deliverables Information Checklist is detailed in Exhibit 1.

3. Participating Staff Contact Information

- 3.1. Primary Individual Affiliated with County Deliverables: Primary Organization Affiliated with County Deliverables: Alachua Conservation Trust; through contract under coordination with Andi Christman (achristman@alachuacounty.us), Land Conservation Program Manager, Alachua County
- 3.2. If the individual affiliated with the completion of this project within the County organization is no longer able to complete the required deliverables, the organization will identify a successor within the organization to take on the responsibilities of the AGREEMENT.

4. Compensation

- 4.1. The County will receive \$25,000 per year for four years (\$100,000 total) for activities listed in #2 above, "Responsibilities of County".
- 4.2. The yearly compensation will be paid in two equal amounts.
- 4.3. During the term of this AGREEMENT, the first annual payment will be made within 60 days of November 1 and the second payment will be processed on May 15 of each year provided the County has completed, or is making progress towards completion, of the Deliverables and the in-kind match requirements on a timely basis. The County may use these payments to pay a contractor to perform some or all of the County's obligations under this Agreement.
- 4.4. Funding for this project is provided through USDA and this Agreement is subject to availability of funds from USDA. A federal government shutdown may result in a delay in AFT's ability to disburse grant funds on the schedule above. In such event, disbursement will be made when funds become available.
- 4.5. The County shall be solely responsible for paying such federal, state and local income, social security, withholding or other taxes, assessments or contributions required in connection with these payments.
- 4.6. Compensation is per organization and not per staff member participating. Organizations



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wishing to divide County responsibilities among multiple staff will be permitted to do so with prior approval from AFT. Additional staff participation beyond the awarded amount to the County organization will be at the expense of the organization; however, additional staff participation will count toward the organization's match requirement and is welcomed for all virtual trainings. (See 7. In-Kind Match for more information.)

4.7. The County will be required to complete all deliverables contained in the Deliverables Information Checklist.

5. Travel Reimbursement

- 5.1.** In addition to the \$25,000-year award, each entity is allotted a travel budget of \$4,200 total **to use during the four years of program participation** for travel-related expenses. Expenses may include travel to the annual in-person training or any activities listed in the County's Action Plan, including direct technical assistance to farmers and landowners or engagement with other peer professionals. Hotel accommodation and food, once at the annual in-person meeting, will be provided by AFT.
- 5.2.** Payment of travel funds will be reimbursed to the County by AFT, unless otherwise pre-arranged. Reimbursement is dependent on proper expense tracking and submission of receipts.
- 5.3.** Additional staff (those not designated as primary staff in this AGREEMENT) may be permitted to attend the in-person training at the expense of the partnering organization, pending space availability and advance approval from AFT.

6. In-kind match

- 6.1.** The County must provide documentation of an in-kind match totaling \$52,000 over the course of the four-year program (see Deliverables Information Checklist below). The in-kind match includes activities conducted by the County beyond the annual award or travel reimbursement. Projected eligible activities must be documented in the Action Plan and reviewed annually with AFT.
- 6.2. Examples of activities that qualify for the match include but are not limited to:**
- 6.2.1. County Staff time on program activities
 - 6.2.2. Expenses affiliated with hosting a relevant workshop for farmers and landowners (e.g., printing, mileage, supplies, catering, meeting room rental)
 - 6.2.3. Speaker or consultant fees to enlist an outside expert
 - 6.2.4. Additional mileage to travel to meetings with farmers and landowners
 - 6.2.5. Fees for participation in an event at which project goals identified in the Action Plan are promoted
 - 6.2.6. Additional staff participation in the County's training and networking events
 - 6.2.7. Costs associated with the purchase or donation of a conservation easement on agricultural land that is supporting a land transfer (excluding those costs covered through federal funds)



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6.3. Federal funding sources DO NOT qualify as part of the in-kind match.

7. Work Product

The Parties may duplicate and distribute copies of any and all written, electronic, audio, and visual materials produced by AFT in the performance of this AGREEMENT. However, all written work, data, analysis, reports, graphics, documentation, and materials generated by AFT pursuant to this AGREEMENT (collectively, the "Work Product") shall be the sole and exclusive property of AFT, and all original documents, exhibits, samples or other materials provided by AFT to the County in connection with the services provided under this AGREEMENT shall remain the property of AFT and shall be returned to AFT immediately upon request.

8. Public Records. Records associated with this Agreement may be subject to the provisions of §119.0701, Florida Statutes.

- 8.1. Keep and maintain public records as may be required by the County.
- 8.2. 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 Florida law or as otherwise provided by law.
- 8.3. 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 term of this Agreement and following completion of the Agreement if AFT does not transfer the records to the County.
- 8.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of AFT or keep and maintain public records required by the County to perform the Services. If AFT transfers all public records to the County upon completion of the Agreement, AFT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AFT keeps and maintains public records upon completion of the Agreement, AFT 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 County's information technology systems.

IF AFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

9. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually



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written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

10. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

This agreement may be amended in writing by mutual agreement of the parties.

Alachua County

American Farmland Trust

DocuSigned by:

Theodore White

Signed:

479E8431DD454E7

Theodore White, Procurement Manager

Signed:

John Piotti

Name: John Piotti

Title: President and CEO

Date: 11/20/2023

For

Name: Michele Lieberman

Title: County Manager

Date:

Approved as to Form

DocuSigned by:

David Forziano

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Attorney



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EXHIBIT 1: Deliverables Information Checklist

Upon Annual review, met deliverables will be checked and signed off by both organizations.

Year	Deliverables	Deliverables complete
Year 1 10/1/23 – 9/30/24	<ul style="list-style-type: none"> <input type="checkbox"/> Return signed AGREEMENT and W9 (October 2023) <input type="checkbox"/> Name staff to be County contact (October 2023) <input type="checkbox"/> Complete pre-training survey (November 2023) <input type="checkbox"/> Attend virtual kick-off meeting (November 2023) <input type="checkbox"/> Attend in-person training anticipated for 2-3 days (January 2024) <input type="checkbox"/> Develop and submit a County Action Plan that identifies goals and activities that County Organization plans to pursue over the life of the AGREEMENT, including engagement of 120 producers and/or landowners (March 15, 2024) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2023 – October 2024) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete post-training survey and end-of-year evaluation(s) and provide feedback (ongoing) <input type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend request (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ County _____
Year 2 10/1/24 – 9/30/25	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated County Action Plan (October 2024) <input type="checkbox"/> Attend in-person training (January or February 2025) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2024 – October 2025) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide feedback (Ongoing) <input type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) 	AFT _____ County _____



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Year	Deliverables	Deliverables complete
	<ul style="list-style-type: none"> <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	
Year 3 10/1/25 – 9/30/26	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated County Action Plan (October 2025) <input type="checkbox"/> Attend in-person training (January or February 2026) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2025 – October 2026) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide feedback (Ongoing) <input type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ County _____
Year 4 10/1/26 – 9/30/27	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated County Action Plan (October 2026) <input type="checkbox"/> Attend in-person training (January or February 2027) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2026 – October 2027) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide ongoing feedback <input type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ County _____