AGREEMENT BETWEEN ALACHUA COUNTY AND ALACHUA CONSERVATION TRUST FOR AN AGRICULTURAL LAND TRANSFER NAVIGATOR PROGRAM NO. 14100

This Continuing Services Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and ALACHUA CONSERVATION TRUST, INC., a Florida not for Profit corporation authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS agricultural land in Alachua County is at high risk of conversion, and over the past fifty years, over fifty percent of the agricultural land in the County has been converted to other uses; and

WHEREAS forty percent of the nations agricultural land is owned or operated by seniors, and as aging agricultural landowners prepare to retire, regional food systems, local economies, and climate change solutions all depend on a new generation's ability to access and steward the land well; and

WHEREAS public Purchase of Conservation Easement programs, such as Alachua County Forever, and Land Trusts such as Alachua Conservation Trust can play a key role in responding to these urgent challenges; and

WHEREAS the County's 2023 Strategic Guide identifies "Invest in and Protect Our Environment" as a guiding principle, and has named "Continue Wild Spaces and Public Places and include agricultural lands as well" as a program action in support of this principle; and

WHEREAS American Farmland Trust, with funding from the USDA Natural Resources Conservation Service, has awarded a Land Transfer Navigator program grant to Alachua County to expand capacity to provide assistance to farmers, ranchers, and landowners in land transfer; and

WHEREAS, the County needs the services of a professional with experience and expertise in agricultural land protection to implement the Land Transfer Navigator program duties and fulfill grant deliverables on behalf of the County, within Alachua County and the surrounding region; and

WHEREAS, the Professional is familiar with the Land Transfer Navigator grant program and deliverables and is willing to provide the services to the County; and

WHEREAS, pursuant to Section 22.3-302(21) of the Alachua County Procurement Code, the procurement of the services provided by the Professional is exempt from the County's competitive procurement processes; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

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 County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.

- 2. <u>Scope.</u> In accordance with the terms and conditions of this Agreement, Professional agrees to fulfill the Responsibilities of the County as identified in the Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands Agreement #14005 Between Alachua County and American Farmland Trust, as more particularly described in the agreement attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. specifically:
 - A. Section 2: Responsibilities of County, and Deliverables Information Checklist (Exhibit 1),
 - B. Section 3: Provide and designate the staff member serving as Primary Individual Affiliated with County Deliverables, and successor if needed.
 - C. Section 6: In-Kind Match Provide documentation of Professionals contribution of a minimum of 50% of In-kind match requirement identified in Section 6.
 - D. Section 5: Track Agreement expenditures including Travel reimbursement expense tracking and receipts in accordance with Exhibit 1, and County requirements.
- 3. <u>Term.</u> This Agreement shall become effective upon execution by both Parties and shall continue through October 31, 2027, unless earlier terminated as provided herein. If at any time the agreement between Alachua County and American Farmland Trust (Exhibit 1) is terminated for any reason, this Agreement will automatically terminate.
- 4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Professional meets all conditions of, and is qualified under, §255.60(1), Florida Statutes, and shall notify the County immediately if the Professional ceases to meet all of the conditions of, and qualify under, §255.60(1), Florida Statutes, during the term of this Agreement.
 - C. Professional has instituted a drug-free workplace program substantially in compliance with the provisions of §287.087, Florida Statutes.
 - D. Professional will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task property and satisfactory. Professional will perform the Services with the skill and care which would be exercised by a qualified Professional performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
 - E. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
 - F. Professional will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from

independently performing the Services provided under this Agreement on its own.

5. Payment

- A. The County will pay Professional for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Professional for the Services required will not exceed \$25,000.00 annually for four years, and travel compensation of \$4,200 (\$104,200.00 total) for the services detailed in Exhibit 1. The Professional will be responsible for any and all costs associated with completing the services identified herein, including any costs which exceed the NTE amount.
- B. As a condition precedent for any payment, Professional must submit quarterly invoices to the County requesting payment for Services properly rendered, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed, and time expended, with hourly rates being paid in accordance with Exhibit 2, and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. 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 subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Environmental Protection 14 NE 1st Street Gainesville, FL 32601

- C. All invoices will be processed and paid by the County in accordance with the provisions of the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the

- availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
- 6. <u>Insurance</u>. Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
- 7. <u>Deliverables.</u> All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

8. **Default and Termination**.

- A. Termination for Default: The failure of Professional to comply with any provision of this Agreement will place Professional in default, including but not limited to Professional's failure to qualify under §255.60(1), Florida Statutes. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination will be the date that the notice of termination is received by the Professional.
- B. <u>Termination for Convenience</u>: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Professional.

10.

- C. <u>Termination for Unavailability of Funding</u>: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.
- Indemnification. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT. INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS **THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. 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, as may be amended.
 - Notice. Except as otherwise provided in this Agreement, any notice from either

Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

ALACHUA CONSERVATION TRUST 7204 SE County Road 234 Gainesville, FL 32641 tkay@alachuaconservationtrust.org

To County:

Environmental Protection 14 NE 1st Street Gainesville, FL 32601 achristman@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting dmw@alachuaclerk.org

11. Standard Clauses.

- A. <u>Public Records.</u> In accordance with §119.0701, Florida Statutes, Professional, when acting on behalf of the County, shall, as required by Florida law:
 - 1. Keep and maintain public records required by the County to perform the Services.
 - 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.
 - 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 Professional does not transfer the records to the County.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'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.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

- Confidential Information. During the term of this Agreement, Professional may claim that some 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 §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. 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 harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, 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 attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.
- C. <u>Auditing Rights and Information</u>. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. In addition,

Professional agrees to be subject to review and audit at the discretion of the County or the Auditor General in order to ensure that the Professional has complied with §255.60, Florida Statutes. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

- D. <u>Laws & Regulations</u>. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.
- E. <u>Governing Law and Venue</u>. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- F. <u>Amendment and Assignment.</u> The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.
- G. <u>Additional Services</u>. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.
- H. <u>Third Party Beneficiaries.</u> This Agreement does not create any relationship with, or any rights in favor of, any third party.

- I. <u>Independent Contractor.</u> In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.
- J. <u>E-Verify.</u> Pursuant to F.S. sec. 448.095, Professional shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Professional during the term of the Agreement. Professional shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.
- K. <u>Conflict of Interest.</u> Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.
- L. <u>Prohibition Against Contingent Fees.</u> 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. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- M. <u>Force Majeure</u>. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.
- N. <u>Public Entity Crimes.</u> A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- O. <u>Collusion</u>. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

- P. <u>Counterparts.</u> 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. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
- Q. <u>Severability and Ambiguity</u>. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.
- R. <u>Electronic Signatures</u>. 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 written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an 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.
- S. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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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 Professional, through its duly authorized representative.

PROFESSIONAL

Print: Tom Kay

Title: Executive Director

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

DocuSigned by:

Theodore Whethore Whippocurement Manager

By: 479F8431DD454E7...

for Michele Lieberman, County Manager

Date: 1/18/2024

APPROVED AS TO FORM

David Forziano

Alachua County Attorney's Office

Exhibit 1: Agreement #14005 between Alachua County and American Farmland Trust, Inc

DocuSign Envelope ID: 71 DC557F-3B43-47D7-9DFD-934A6FADFF86



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



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands

AGREEMENT BETWEEN ALACHUA COUNTY AND AMERICAN FARMLAND TRUST, INC

- 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 ranchland 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 prearranged. 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

Theodore Whitencourement Manager Signed:

Name: Michele Lieberman

Title: County Manager

Date:

Name: John Piotti

Title: President and CEO Date: 11/20/2023

Approxed as to Form



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands

AGREEMENT BETWEEN ALACHUA COUNTY AND AMERICAN FARMLAND TRUST, INC

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	Return signed AGREEMENT and W9 (October 2023)	
10/1/23	Name staff to be County contact (October 2023)	AFT __
9/30/24	☐ Complete pre-training survey (November 2023)	
	☐ Attend virtual kick-off meeting (November 2023)	County
	 Attend in-person training anticipated for 2-3 days (January 2024) 	
	☐ 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)	
	 Attend up to 10, two-hour virtual engagement activities, such as 	
	training and networking events (November 2023 – October 2024)	
	☐ Participate in online community discussions & networking	
	platform (Ongoing)	
	☐ Complete post-training survey and end-of-year evaluation(s) and	
	provide feedback (ongoing)	
	☐ — Submit completed reporting template (March 15, September 15)	
	Submit travel stipend request (within 30 days after travel)	
	☐ Submit annual in-kind match tracking (October 15)	
	☐ Provide coaching and/or training to farmers, ranchers, and	
	agricultural landowners. (Ongoing)	
Year 2	☐ Submit updated County Action Plan (October 2024)	
10/1/24 -	Attend in-person training (January or February 2025)	AFT
9/30/25	☐ Attend up to 10, two-hour virtual engagement activities, such as	C
	training and networking events (November 2024 – October 2025)	County
	☐ Participate in online community discussions & networking	
	platform (Ongoing)	
	☐ Complete program evaluation(s) and provide feedback (Ongoing)	
	Submit completed reporting template (March 15, September 15)	
	 Submit travel stipend report (within 30 days after travel) 	
	☐ Submit annual in-kind match tracking (October 15)	_



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Year	Deliverables complete
Year 3 10/1/25 – 9/30/26	AFT
Year 4 10/1/26 – 9/30/27	AFT County
ā	

Exhibit 2: Rate Schedule

POSITION/FUNCTION	HOURLY RANGE
	\$61.00-\$72.00
Executive Director	
	\$55.00-\$65.00
Finance/Business Manager	
	\$50.00-\$58.00
Director	
	\$48.00-\$56.00
Acquisition Specialist	
	\$42.00-\$48.00
Program Coordinator	
	\$35.00-\$42.00
Outreach/Communications Staff	

Exhibit 3: Insurance Requirements

TYPE "B" 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. CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. 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

Page 1 of 2 2023

- 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.
- 1. 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, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a 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 from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

II. SUBCONTRACTORS

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

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

ACORD.			ALACCON-01					AHILL DATE (MM/DD/YYY)		
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Chantilly, VA 20101-2260						INSURER(S) AFFORDING COVERAGE NAICS				
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	Gainesville, FL 32601				AUTHORIZED REPRESENTATIVE					
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