

**BREVARD COUNTY
ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS ENVIRONMENTALLY ENDANGERED LANDS PROGRAM AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **The Conservation Fund Charitable Trust, dated October 16, 1998**, as amended, with an address of 1655 N. Fort Myer Dr., Ste 1300, Arlington, VA 22209 (hereinafter "TCF Charitable Trust").

WITNESSETH:

WHEREAS, the County created the Brevard County Environmentally Endangered Lands Program ("EEL Program") to fund, acquire and manage environmentally endangered lands and water areas;

WHEREAS, through a referendum, voters authorized the County to issue bonds up to Fifty Million Dollars (\$50,000,000) the EEL Program which may be expended in connection with this Agreement.

WHEREAS, the County desires to acquire certain lands identified by the EEL Program as depicted on Exhibit "A1" (collectively, the "Project");

WHEREAS, the successful implementation of the EEL Program presents unique real estate acquisition management and negotiating opportunities which require specialized expertise and TCF Charitable Trust has such expertise;

WHEREAS, TCF Charitable Trust was recommended as the consultant by the County Selection Committee and the final ranking was approved by the Board of County Commissioners of Brevard County on _____;

WHEREAS, the County desires to engage the services of TCF Charitable Trust and desires to accept the obligation to perform the services outlined herein upon the terms and conditions set forth below; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** TCF Charitable Trust shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit "B", including, if necessary, acquiring property for the Project utilizing TCF Charitable Trust's own funds for later transfer to the County, all as attached hereto and made a part hereof by this reference and hereinafter referred to as ("Services").

2. **TERM:** The term of the Agreement shall begin on _____ (the "Effective Date"), and continue through March, 30, 2030; however, nothing shall preclude the County and TCF Charitable Trust from extending the term of this Agreement, if agreed to by both parties, upon the same terms and conditions for additional periods as the County may deem

necessary or appropriate for purposes of completing the implementation of the Project. The County shall notify TCF Charitable Trust of its desire to extend this Agreement in writing at least ninety (90) days prior to the end of any applicable term. TCF Charitable Trust shall respond to such request within thirty (30) days in writing to the County. Each extension shall be agreed upon, in writing, not later than sixty (60) days prior to the end of the applicable term.

3. **PAYMENTS:** County shall pay for Services provided under this Agreement as provided in Exhibit "C" to this Agreement and made a part of this Agreement by this reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

4. **INDEMNIFICATION:** TCF Charitable Trust shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the negligent act or omission of, or anyone directly employed by TCF Charitable Trust, or anyone for whose acts any of them may be liable. In any and all claims against the County, or any of its agents or anyone directly employed by, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the liability of the County hereunder shall be subject to each of those respective parties' common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. **INSURANCE:** TCF Charitable Trust, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Insurance Certificates:** TCF Charitable Trust shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be

issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

8. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

9. **COMPLIANCE WITH STATUTES:** It shall be responsibility to be aware of and comply with all federal, state and local laws.

10. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

11. **ASSIGNMENTS:** TCF Charitable Trust shall not assign any portion of this Agreement without the written permission of the County.

12. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate this Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for (work completed or services provided) prior to the effective date of termination.

13. **TERMINATION FOR CONVENIENCE:** In the event either party desires to terminate this Agreement for its convenience, then either party may terminate the Agreement at any time for convenience upon ninety (90) days written notice to the other. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, that the termination is for convenience, and the date upon which such termination becomes effective. If the termination is effected by the County, TCF Charitable Trust shall be compensated for work satisfactorily completed, and irrevocable commitments made. If termination is effected by TCF Charitable Trust, TCF Charitable Trust shall be compensated for work satisfactorily completed.

14. **INDEPENDENT CONTRACTOR:** TCF Charitable Trust shall perform the Services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute or any of its agents or employees to be the agent, employee or representative of the County.

15. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, TCF Charitable Trust shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by or provided to by the County in connection with the activities or services provided by under the terms of this Agreement are public records (except all appraisal information, offers and counteroffers subject to 259.041, F.S., or other laws and confidential personnel records), and agrees to comply

with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

16. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

17. **FEDERAL TAX ID NUMBER:** TCF Charitable Trust shall provide to the County their Federal Tax ID Number.

18. **EMPLOYMENT:** TCF Charitable Trust shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

20. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

21. **NOTICE:** Notice under this Agreement shall be by certified mail, email or hand delivery as follows:

Brevard County Environmentally Endangered Lands Program
91 East Drive,
Melbourne, FL 32904
Attention: Mike Knight, Program Manager
Email: mike.knight@brevardfl.gov
Phone: 321-255-4466

The Conservation Fund
1655 North Fort Myer Drive, Suite 1300
Arlington, VA 22209
Rebecca Perry
Florida Associate State Director
The Conservation Fund
Email: rperry@conservationfund.org
Phone:

With a copy to:

The Conservation Fund
1655 North Fort Myer Drive, Suite 1300

Arlington, VA 22209
Christopher Bell
Deputy General Counsel
The Conservation Fund
Email: cbell@conservationfund.org
Phone: 7-3-525-6300

22. **COUNTY RESPONSIBILITIES:** The County has the following responsibilities under this Agreement for implementation of the EEL Program land acquisition program:

a) **DESIGNATION OF SITES:** Negotiations under this Agreement shall be limited initially to those parcels of real property in the Project which are identified on Exhibit "A". The maximum number of individual parcels to be negotiated at the same time will not exceed five (5). In the event it is determined that a landowner is not a willing seller, that parcel may be removed from the Project, and an additional parcel from the Conservation Matrix attached hereto as Exhibit "A-1" may be added in its place. If mutually agreed upon by the parties in writing, the Project may be expanded to include more than five (5) parcels. Any additional parcels would be subject to the same scope of Services provided in Section 1 of this Agreement. The County shall provide access to of all existing records of ownership, together with addresses and telephone numbers, for each site which is to be considered for engagement as well as the acquisition priority and desired timetable.

b) **CONSULTANT SERVICES:** The County shall provide lists of County and other agency approved consultants to TCF Charitable Trust and coordinate the acquisition of all consultants and sub-contractors required for the Project through the EEL Program staff. The County will contract directly with the provider of due diligence services (the "Consultants"). The County will pay all fees directly to the Consultants. TCF Charitable Trust will coordinate the due diligence with the Consultants and the County. Consultant and sub-contractor resources include, but are not limited to, appraisers, surveyors and mappers, title researchers, title insurance companies, real estate escrow and closing agents, and environmental auditors.

c) **MULTI-PARTY ACQUISITION AGREEMENTS:** The County shall provide with copies of all Multi-Party Acquisition Agreements entered into by the County with the State of Florida or other participating agency, if any, which relate to the Program. TCF Charitable Trust will, to the extent necessary, and to the extent agreed upon by such participating agency, proceed to amend said agreements for purposes of participating in said transaction.

d) **PROPERTY INFORMATION:** The County shall provide with all of the County's policies and procedures covering land acquisition, as well as such other documents, papers, maps, photographs and information related to the properties to be acquired pursuant to this Agreement as may be necessary or required.

e) **ACQUISITION PROCESS:** The County shall assign appropriate staff to assist and coordinate with throughout the acquisition process, including legal staff, for purposes of consultation and review of contract issues, title and survey questions, review of environmental assessments and such other documents as are applicable to the acquisition of the properties. County staff will prepare the necessary agenda items to present to the Board of County Commissioners with respect to each acquisition for County approval. The County is responsible for reviewing all due diligence, including but not limited to environmental audits, surveying and mapping information, and title evidence, and in instances where the option or purchase agreement has been assigned to the County, shall be responsible for the preparation of closing documents and closing the transactions. TCF

Charitable Trust will devote such time to this Project as may be appropriate to perform to the County's reasonable satisfaction. TCF Charitable Trust will not provide legal or tax advice to the County, but will work with the County's legal and tax advisors to propose strategies that embody their advice and counsel.

f) **ALTERNATE FUNDING SOURCES:** Consistent with stated mission, in the event the County makes applications for matching local, state and/or federal funding for the purchase or management of environmentally endangered lands, TCF Charitable Trust will provide technical assistance to assist the County in securing matching local, state and/or federal funding for the purchase of the Project. The County acknowledges and agrees that it shall retain sole responsibility as primary applicant and visible proponent of County projects in furtherance of the Program, and the County shall be solely responsible for making and presenting applications for matching local, state and/or federal funding for environmental lands before the Acquisition and Restoration Council or such other committees and agencies as may be applicable, it being understood and agreed that TCF Charitable Trust's role in said instances will be to render technical assistance.

g) **CONFIDENTIALITY; NO CONFLICT:** The County will maintain the confidentiality of all appraisals, offers, and other negotiation matters to the extent allowed by applicable law. This confidentiality provision shall apply to each member of the County's staff who works on Program acquisitions. No representative of the County, member of the County's staff or member of the Commission 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 County staff member, Commission member or representative of the County has any financial interest in the land to be acquired.

h) **LAND ACQUISITION TEAM:** The County will appoint a Land Acquisition Team ("Team") to oversee EEL Program land acquisition projects. The Team will be composed of at least one staff from the EEL Program and the County Attorney's office available to meet on a regular basis with staff, or upon request by the EEL Program Manager. The Team will meet with TCF Charitable Trust staff to do the following:

- Receive assignments and review progress on all elements of the land acquisition workplan on a tract by tract, project by project basis.
- Discuss the monthly project report.
- Develop tasks and assignments to complete land acquisition projects.
- Gather ownership information, arrange for pre-acquisition and transaction due diligence.
- Provide support required for approvals from the Board of County Commissioners.

i) **ADDITIONAL FUNDING AVAILABILITY:** In the event additional funding becomes available under this Agreement, TCF Charitable Trust and the County agree to negotiate in good faith an alternative fee structure for such funding in accordance with the terms of this Agreement in order to modify the terms of Exhibit "C" to this Agreement.

23. **AUTHORIZED REPRESENTATIVES:** The parties agree that in order to facilitate the orderly and efficient implementation of the Program and the Services contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The County's representative shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions pertinent to the Services covered by this Agreement. The parties understand and agree that only the Board of County

Commissioners or its designee has the authority to approve changes or modifications to this Agreement on behalf of the County. representative shall be authorized to act on behalf of regarding all matters involving the conduct of its performance under this Agreement. The initial representatives shall be the EEL Program Manager and Parks and Recreation Director for the County; and the Florida Field Representative and Associate State Director for TCF Charitable Trust. Either party shall have the right to change its authorized representatives from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement.

24. **E-VERIFY:** TCF Charitable Trust shall comply with Section 448.095, Florida Statutes, and:

shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by TCF Charitable Trust during the term of this Agreement; and

shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the Agreement term; and

shall obtain an affidavit stating that any subcontractor(s) it enters into a contract with, does not employ, contract with, or subcontract with an unauthorized alien; and

agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records are made available to the County consistent with the terms of TCF Charitable Trust's enrollment in the program. This includes maintaining a copy of proof of the TCF Charitable Trust's and subcontractors' enrollment in the E-Verify Program. Compliance with the terms of this section is made an express condition of this Agreement and the County may treat a failure to comply as a material breach.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

25. **PUBLIC RECORDS:** The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable statutes. If the materials provided by TCF Charitable Trust do not fall under a specific exemption under Florida or federal law, materials provided by TCF Charitable Trust to the County will have to be provided to anyone making a public records request. It will be the TCF Charitable Trust's duty to identify the information it deems is exempt/confidential under Florida or federal law, and identify the statute, by number, that exempts such information.

Should any person or entity make a public records request to the County requiring the County to allow inspection or provide copies of records for which TCF Charitable Trust maintains are exempt/confidential, it shall be TCF Charitable Trust's obligation to provide the County, within twenty-four (24) hours (not including weekends and legal holidays), of notification by the County to TCF Charitable Trust of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements in Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by TCF Charitable Trust to the County which TCF Charitable Trust maintains are exempt or confidential from such inspection/production as a public record, then the TCF Charitable Trust shall hire and compensate attorney(s) who shall represent the interests of the County in defending such action. TCF Charitable Trust shall also pay any costs to defend such

action and shall pay any costs and attorney fees which may be awarded pursuant to Section 119.12, Florida Statutes.

If TCF Charitable Trust has questions regarding the application of Chapter 119, Florida Statutes, to TCF Charitable Trust 's duty to provide Public Records relating to this Agreement, contact the Custodian of Public Records: Diana Marquardt, Administrative Assistant to the Director of Parks and Recreation, 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940 diana.marquardt@brevardfl.gov; (321) 633-2046.

Section 26. SCRUTINIZED COMPANIES: TCF Charitable Trust shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, if this Agreement is for more than one million dollars, TCF Charitable Trust further certifies that it and its sub-Contractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

For Contracts of any amount, if the County determines the TCF Charitable Trust submitted a false certification under Section 287.135(5), Florida Statutes, or if TCF Charitable Trust has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given TCF Charitable Trust notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met.

For Contracts \$1,000,000 and greater, if the County determines TCF Charitable Trust submitted a false certification under Section 287.135(5), Florida Statutes, or if TCF Charitable Trust has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate this Agreement after it has given TCF Charitable Trust notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or on a case-by-case basis the County may choose to maintain this Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

TCF Charitable Trust agrees to observe the above requirements for applicable sub-contracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Rob Feltner, Chairman

Date: _____

As approved by Board on: _____

**THE CONSERVATION FUND CHARITABLE TRUST,
DATED OCTOBER 16, 1998**

By: The Conservation Fund, Trustee

By: _____
Its: _____

SEAL

ATTEST:

Signature

Name & Title, Typed or Printed

Exhibit "A"

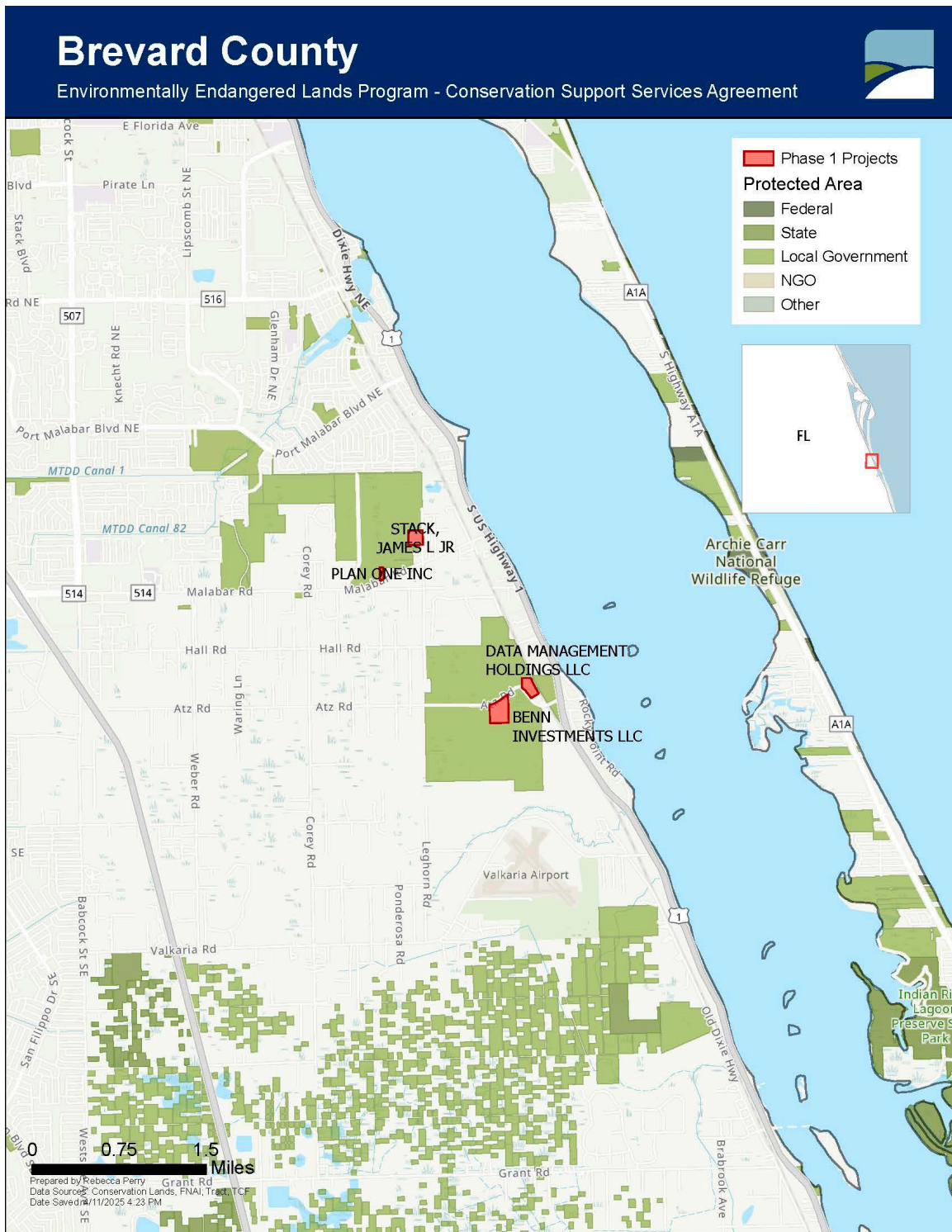


Exhibit "A"
Continued

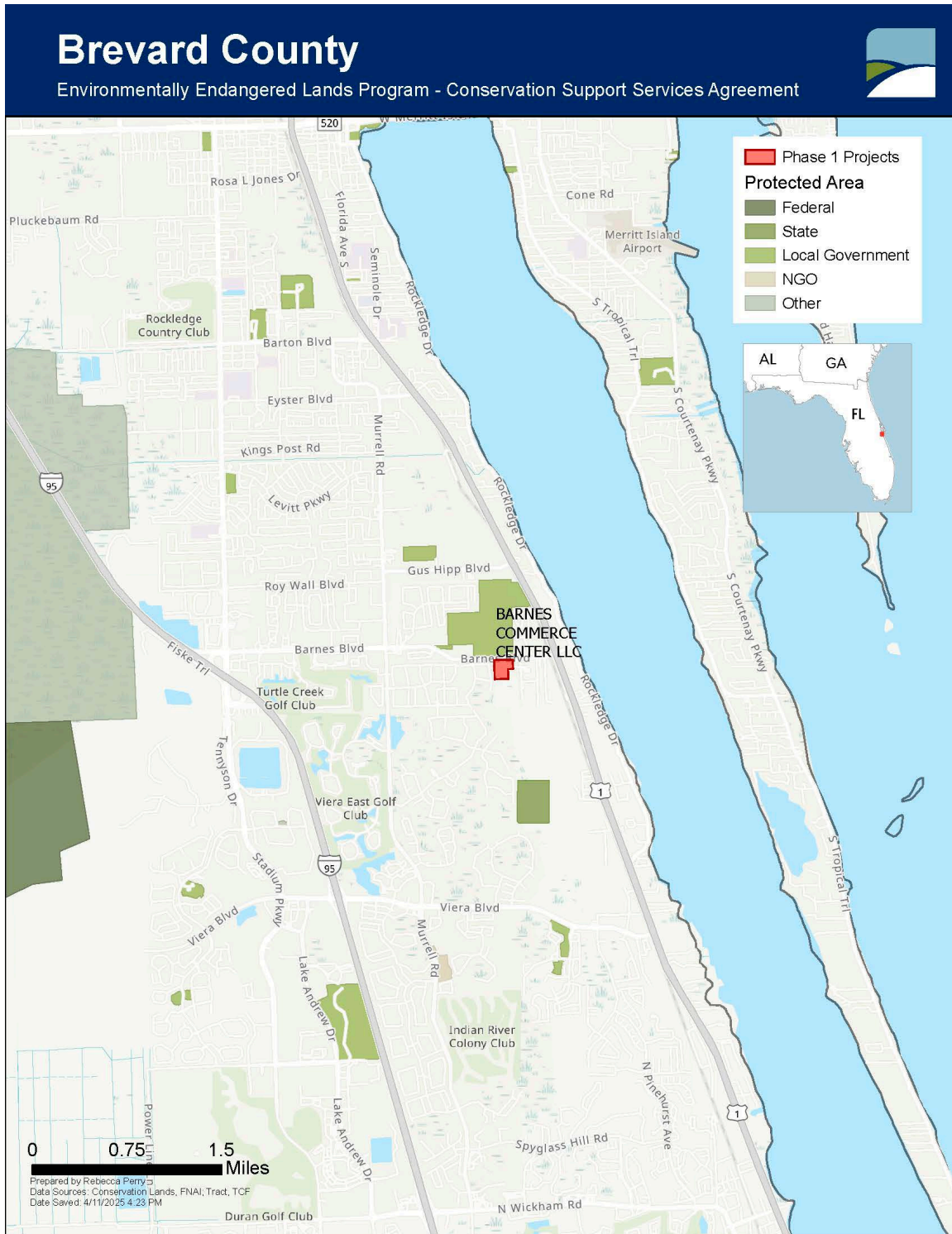


Exhibit "A-1"
Conservation Value Matrix

DRAFT

[illegible]

Exhibit "B"
Services

TCF Charitable Trust will provide land acquisition support to the Brevard County EEL Program. TCF Charitable Trust will manage the land acquisition process of parcels identified on Exhibit A & A1. This includes contacting landowners regarding the EEL Program's potential interest in the purchase of property for conservation, utilize professional negotiation strategies, and be familiar with government land acquisition procedures and tax benefits associated with conservation land transactions.

At the direction of the County, TCF Charitable Trust will assist the County in negotiating, documenting, and closing the sale(s), including transactions involving TCF Charitable Trust acquiring a property utilizing its own funds for sale or transfer to the County. Depending on any other strategies agreed upon by TCF Charitable Trust and the County, at TCF Charitable Trust's sole discretion, TCF Charitable Trust may prepare applications and/or apply to other programs to complete a transaction with the County where TCF Charitable Trust has utilized its own funds to purchase a property.

TCF Charitable Trust will work directly with County staff, landowners, and their legal representatives to draft and revise contracts, negotiate contract amendments, and execute contracts. TCF Charitable Trust will work closely with the staff of the Florida Department of Environmental Protection (FDEP) and Division of State Lands (DSL) to coordinate transactions with the Florida Forever Program. In addition, TCF Charitable Trust will work with other funding partners as needed to facilitate the acquisition of properties targeted by the EEL Program.

Notwithstanding the foregoing, TCF Charitable Trust will provide technical assistance to assist the County in securing matching local, state and/or federal funding for the purchase of a property. The County acknowledges and agrees that it shall retain sole responsibility as primary applicant and visible proponent of County projects in furtherance of the Program, and the County shall be solely responsible for making and presenting applications for matching local, state and/or federal funding for environmental lands before the Acquisition and Restoration Council or such other committees and agencies as may be applicable, it being understood and agreed that TCF Charitable Trust's role in said instances will be to render technical assistance.

Exhibit "C"
Compensation

The County will pay TCF Charitable Trust for the Services as follows:

An annual fee is \$75,000 annually (the "Annual Fee"), with the contingency-based fee calculated on each total purchase price as follows:

Purchase Price Range Tier	Tier Rate
\$0 - \$5,000,000	3.5%
\$5,000,001 - \$10,000,000	3%
\$10,000,001 - \$15,000,000	2.5%
\$15,000,001 - \$50,000,000	2%

(Example: Assuming a \$6,000,000 total purchase price, 3.5% would be assessed on the first \$5,000,000 (\$175,000), and a 3% fee would be assessed on the remaining \$1,000,000 (\$30,000) for a total success fee of \$205,000.)

In addition, the County will pay a Cost-of-Living Adjustment on the Annual Fee of 3% annually.

The Annual Fee can be paid on a quarterly schedule in equal payments.

In the event that the acquisition funds are exhausted and TCF Charitable Trust has completed all of the activities required by the County, the quarterly payments may be paused until additional acquisition funds are released.

The County may prorate the Annual Fee up to the time that TCF Charitable Trust completes the required activities.

In the event, that TCF Charitable Trust acquires a property utilizing its own funds for later transfer to the County, an annualized carry cost of 5% will be applied to the total amount of TCF Charitable Trust's investment. This annualized carry costs will be in addition to the flat fee and contingency-based fee referenced above. Any costs of management incurred by TCF Charitable Trust will be reimbursed.