

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN**

**LAKE COUNTY AND QUEST ECOLOGY, INC.  
FOR  
DEVELOPMENT OF A HABITAT CONSERVATION PLAN**

This is the first Amendment to the Agreement between: LAKE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners, and QUEST ECOLOGY, INC., a corporation, its successors and assigns, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, on August 23<sup>rd</sup>, 2011, via signature by the Chair of the Lake County Board of County Commissioners, COUNTY and CONTRACTOR entered into an Agreement 11-0217 entitled as above pursuant to Request for Proposals 11-0217, and

**WHEREAS**, performance under the contract has been delayed by various circumstances beyond the control of the CONTRACTOR, and

**WHEREAS**, on August 14<sup>th</sup>, 2012, via agenda item 5863 delineating the specific causes of delay, the Board approved extension of the subject contract for a two year period while authorizing its procurement office to complete all associated implementing documentation, and

**WHEREAS**, the COUNTY will submit a revised scope of service to U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) for their approval and determination as to its compliance with the terms of the original grant agreement, and

**WHEREAS**, the CONTRACTOR shall not perform any further portion of the project activities and specific responsibilities and obligations until the COUNTY has received approval in writing from both the USFWS and FFWCC regarding a revised scope of services, and subsequent approval of a contract amendment re-commencing performance by the Board of County Commissioners.

**NOW THEREFORE, IN CONSIDERATION** of mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth COUNTY and CONTRACTOR agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

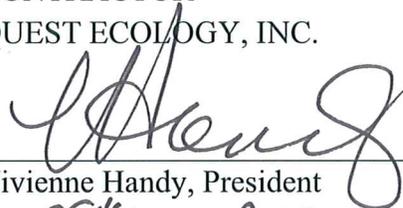
**Section 2. Amendment.** The initial one year performance period ending August 22<sup>nd</sup>, 2012 is hereby amended to reflect a performance period extending through August 22<sup>nd</sup>, 2014.

**Section 3. Effective Date.** Unless otherwise stated above, all aspects of this amendment are effective as of the date of approval by the Board of County Commissioners stated above.

**Section 4. Other Terms** All other terms and conditions of the said Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have made and executed the First Amendment on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Procurement Services Manager and by CONTRACTOR through duly authorized representative.

CONTRACTOR  
QUEST ECOLOGY, INC.



Vivienne Handy, President

This 28<sup>th</sup> day of Aug., 2012

:

LAKE COUNTY, through its Procurement  
Services Manager



Barnett Schwartzman

This 6<sup>th</sup> day of Sept, 2012

Approved as to form  
and legality:



Sanford A. Minkoff  
County Attorney



September 8, 2011

Quest Ecology, Inc.  
Attn: Ms. Vivienne Handy, President  
735 Lakeview Drive  
Wimauma, FL 33598

Subject: Contract 11-0217, Habitat Conservation Plan

Dear Ms. Handy:

Attached please find a signed original contract between Lake County, Florida and your firm in support of the subject contract effort. Your firm will be contacted by the County representative for the project (Mr. David Hansen) regarding any contractual or operational requirements associated with scheduling and commencement of work under the project.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or [bschwartzman@lakecountyfl.gov](mailto:bschwartzman@lakecountyfl.gov).

We look forward to working with you and anticipate our mutual success on this project.

Sincerely,



Barnett Schwartzman  
Procurement Services Director

Original: Quest Ecology, Inc.  
Copy: County Attorney  
David Hansen, Parks and Trails  
Contract File

PROCUREMENT SERVICES | A division of the Department of Fiscal and Administrative Services  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
QUEST ECOLOGY, INC.  
FOR DEVELOPMENT OF A HABITAT CONSERVATION PLAN  
RFP 11-0217**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Quest Ecology, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposal (RFP), #11-0217, for procurement of consulting services for the development of a habitat conservation plan; and

**WHEREAS**, CONSULTANT desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

1.1 The foregoing recitals are true and correct and incorporated herein.

**Article 2. Purpose**

2.1 The purpose of this Agreement is for CONSULTANT to provide consulting services for the development of a multi-species Habitat Conservation Plan (HCP) that considers all scrub habitats in Lake County, an estimated 7,000 acres.

**Article 3. Scope of Work**

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide all labor, materials and equipment to develop a multi-species Habitat Conservation Plan in accordance with the Scope of Work, attached hereto and incorporated herein as **Exhibit A**, and in accordance with CONSULTANT's Statement of Interest, attached hereto and incorporated herein as **Exhibit B**.

3.2 This Agreement shall commence upon the date of execution by the COUNTY and shall remain in effect for one (1) year. This Agreement may be extended beyond the initial term upon mutual agreement of the COUNTY and CONSULTANT, provided CONSULTANT supplies

appropriate advance notice and description of cause for needed extension. The contract prices shall prevail for the full duration of the contract term and any extension exercised, subject to changes to the original scope of services as deemed appropriate and agreed upon by the COUNTY.

3.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement, and the County will not be responsible for paying for any such nonconforming services.

3.5 The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Florida and all persons, including subcontractors assigned by the CONSULTANT to perform work pursuant to this Agreement.

#### Article 4. Payment

4.1 The COUNTY shall pay CONSULTANT for the professional services received and accepted by the COUNTY a total payment not to exceed **One Hundred Fifteen Thousand Eight Hundred and 44/100 Dollars (\$115,800.44)**, and for additional reimbursable expenses a payment not to exceed **Five Hundred and No/100 Dollars (\$500.00)**, in accordance with CONSULTANT's Pricing Section, attached hereto and incorporated herein as Exhibit C.

4.2 CONSULTANT shall submit monthly invoices by the tenth (10<sup>th</sup>) calendar day of each month in duplicate to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778 based on the percentage of the overall project effort completed during the billing month in accordance with CONSULTANT's Proposed Work Plan, attached hereto and incorporated herein as Exhibit D. All invoices shall reflect the type of service(s) provided, the number of hours expended for the specific billing month, the cumulative number of hours expended for the project as a whole, the percentage completion attained for the billing month, and the current cumulative completion percentage for the project as a whole.

All invoices shall contain the RFP number, date and location of delivery or service, a detailed description of the services provided, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services or materials. CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.4 This agreement is supported in whole or in part by Federal funding, therefore, this Agreement includes provisions related to various specific federal requirements contained within the funding agreement associated with this project, FWC Contract 10155, as may be revised by subsequent contracts or agreements. All such clauses shall be considered and treated as “flow-down” clauses that shall be considered applicable to CONSULTANT and any subcontract associated with performance of this Agreement. CONSULTANT hereby agrees to comply with all requirements applicable to the use of the monies relative to the actual project performance set forth herein. A copy of FWC Contract 10155 was provided to CONSULTANT as an attachment to the RFP and is available for further review by the CONSULTANT upon request.

4.5 The CONSULTANT hereby acknowledges that flexibility must be maintained such that any task or service required herein may be modified or altered at the option of the COUNTY or pursuant to any revision in the grant agreement or further Federal clarification of the grant requirements. The COUNTY will provide written notice to CONSULTANT of any such change. If a particular task or service in the scope of work is no longer required, the CONSULTANT may provide additional work on a remaining task or service in accordance with the Scope of Work, as determined by the COUNTY and agreed upon by CONSULTANT. The fees associated with the cancelled task or service shall be applied to the additional work on the remaining task or service. In the event that the COUNTY and CONSULTANT cannot agree on the additional work for a remaining task or service, the payment to CONSULTANT shall be reduced by the COUNTY in the amount of the task or service that is no longer required.

#### **Article 5. Special Terms and Conditions**

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. If any work or service hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.2 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.3 Insurance. The CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of the Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must

provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000).
- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.
- (vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder
- (viii) Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- (x) Certificate holder shall be:
- LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800
- (xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

- (xiii) The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**5.4 Indemnity.** CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONSULTANT, its agents, employees, or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

**5.5 Independent Consultant.** CONSULTANT agrees that it shall be acting as an independent consultant and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.6 Public Records/Copyrights.**

A. In accordance with Florida Public Records law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report

for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**5.7 Right to Audit.** The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT 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. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT 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. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

**5.8 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.9 Public Entity Crimes.** 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.

**5.10 Prohibition Against Contingent Fees.** CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.11 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials

pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

**5.12 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Any proprietary information belonging to the CONSULTANT shall not be provided or disclosed to third parties.

**5.13 Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose shall be at COUNTY's sole risk.

**5.14 Accuracy.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

**5.15 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation certificate.

**5.16 Warranty.** CONSULTANT agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services, and the rights and remedies provided herein are in addition to said warranty. The CONSULTANT hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONSULTANT under this agreement, shall be new, warranted for their merchantability, and fit for a particular purpose.

**5.17 Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

**5.18 Omission from the Specifications.** The apparent silence of the specifications or any addenda thereto regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used.

**5.19 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONSULTANT during the term of this Agreement. The CONSULTANT shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT's operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONSULTANT.

#### **Article 6. General Conditions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**6.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**6.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**6.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Quest Ecology, Inc.  
Vivienne Handy, President  
735 Lakeview Drive  
Wimauma, Florida 33598

If to COUNTY:

County Manager  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

cc: Parks and Trails Division  
Public Lands Management Program

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

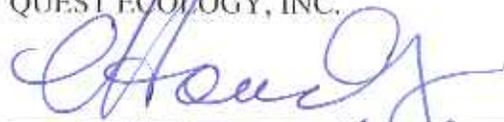
Exhibit A                      Scope of Work

Exhibit B Statement of Interest  
Exhibit C Pricing Section  
Exhibit D Proposed Work Plan

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 23 day of August, 2011, and CONSULTANT through its duly authorized representative.

CONSULTANT

QUEST ECOLOGY, INC.



Name: Vivienne Hexley  
Title: President

This 29<sup>th</sup> day of July, 2011.

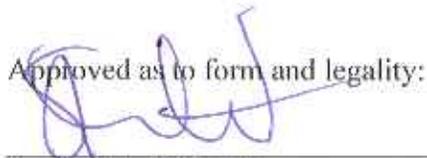
COUNTY

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
Jennifer Hill, Chair

This 26 day of August, 2011.

ATTEST:

  
Neil Kelly, Clerk of the Board  
of County Commissioners of  
Lake County, Florida  
Sanford A. Minkoff  
County Attorney

## **EXHIBIT A**

### **Scope of Work**

The consultant will work with Lake County staff and partners to develop a multi-species Habitat Conservation Plan (HCP) that considers all scrub habitats in Lake County (estimated to encompass approximately 7,000 acres) and will complete an incidental take permit application to the United States Fish and Wildlife Service (USFWS). A county-wide scrub HCP will facilitate and streamline incidental take permitting in Lake County while implementing measures that offer protection to state and federally listed threatened and endangered species. Services shall consist of gathering all relevant spatial information concerning scrub, scrub associated species, and existing conservation lands supporting scrub habitat to inform the HCP process. The consultant will also develop mitigation alternatives for activities to be covered by the HCP and establish protocol to assure equitable distribution of mitigation requirements.

### **Minimum Services to be provided by the Consultant**

1. Delineate the areas to be covered by the HCP.
2. Refine the list of species to be covered by the HCP.
3. Determine the activities to be covered by the HCP.
4. Provide a detailed outline of steps and assignments to complete the HCP. (At a minimum, county staff will provide support in planning, biology/ecology, GIS and local knowledge. Staff from other agencies will be asked to provide support, as appropriate).
5. Facilitate one "Kick-off" meeting with staff following by a maximum of four (4) meetings with staff, steering committee and others, as appropriate, to complete tasks through the draft HCP document. Consultant will be responsible for: conducting the meeting, taking meeting minutes and providing a written summary of the meeting for attendees and other interested parties. County will be responsible for: scheduling and coordinating with participants, providing meeting space, and compiling contact information for participants.
6. Using existing data and acquiring additional data if needed (which may include fieldwork and surveys), develop a reserve system of up to four (4) alternatives that, through preservation and land management, will maximize covered species' population viability.
7. Provide an evaluation of the costs potentially associated with the reserve design and identify potential economic analysis to determine most sustainable and equitable funding options to support the HCP long term.
8. Assure that all elements of the HCP comply with the National Environmental Policy Act (NEPA).
9. Prepare a detailed HCP outline and a draft completed HCP document.

### **Deliverables**

1. The consultant will provide a total of six (6) Progress Reports at two month intervals summarizing current and completed assignments concerning the development of the HCP to the Lake County Department of Public Resources.

2. The consultant will provide Lake County with a report that details the actions necessary to provide all of the mitigation requirements in the HCP. The report will include revisions or the development of necessary protection ordinances, Comprehensive Plan Amendments, and any inter-local agreements. It will also include potential funding options (e.g. fees) to support the HCP.
3. The consultant will provide Lake County staff with one (1) draft of the HCP. This draft will be distributed by the County to appropriate County staff, the Florida Fish and Wildlife Conservation Commission (FWC), and the USFWS for comment. The consultant will make final revisions to the draft HCP as necessary to address the comments raised by affected parties and provide one (1) final draft to the County. The draft HCP will contain all sections required by the USFWS, including the Environmental Assessment, Post Issuance Monitoring Plan, and the design of the reserve system.
4. The consultant will attend and participate in an initial public meeting to introduce the HCP to the general public - may be two separate sessions (e.g. morning and evening). The County will be responsible for scheduling and coordinating with participants, preparing and paying for appropriate advertisements and meeting announcements, providing meeting space, and supplying any printed public information materials to be distributed.
5. The consultant will prepare and present the final report on the HCP to the Lake County Board of County Commissioners at a regular meeting of the Board.
6. The consultant will produce a completed application to the USFWS for an incidental take permit.

#### **Prime Consultant Qualifications**

- The consultant will be knowledgeable about scrub habitat, its species, and its management.
- The consultant will have the knowledge and capability to develop and manipulate data in an ESRI or ESRI-compatible GIS environment.
- A working knowledge of the range of spatial products and studies that have already been conducted on Florida scrub is required.
- The consultant will have sufficient economic experience and knowledge to develop an HCP funding strategy.
- The consultant is required to have familiarity with Lake County's Comprehensive Plan and Land Development Regulations is required.
- The consultant will have experience in population modeling.
- **The consultant will have direct experience in Habitat Conservation Plan development.**

#### **Data and Document Reproduction**

Any or all collected or derived GIS data, and all other deliverable documentation, shall remain the property of Lake County. GIS data shall be in ESRI or ESRI-compatible format (i.e. shapefiles or geodatabase). Displays, graphics and other presentation materials provided in the original by the vendor will be re-produced in the requisite and appropriate quantity of copies by county staff to the maximum extent practicable. If any such tasking cannot be performed by County personnel, the effort will be performed by the vendor as an additional reimbursable expense under line item two of the pricing section of this RFP and/or resulting contract.

#### **Grant Funding**

Grant funding has been made available through FWC Contract No. 10155 (attached) between Lake County, Florida and the Florida Fish and Wildlife Conservation Commission. FWC Contract No. 10155 administers U.S. Fish and Wildlife Service grant FL E-35-HP-1, the HCP Planning Assistance Grant entitled, "Development of a Habitat Conservation Plan for Scrub Habitats in Lake County, Florida" which was issued to the FWC as a state partner on behalf of Lake County.

#### **Timeframe**

The County estimates a completion timeframe for this project of one (1) year duration from contract execution. However, it is understood that certain tasks to be performed and completed rely heavily on actions and events outside of the vendor's control. Extension of the performance period will be considered if such circumstances impact on the completion period and appropriate advance notice and description of cause has been provided by the vendor.

**EXHIBIT B**

**Statement of Interest**

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QUEST  
*ecology*

May 10, 2011

Lake County Procurement Services  
Mail Receiving Center  
32400 County Road 473  
Leesburg, FL 34788

RE: Lake County  
Request for Proposal No. 11-0217  
Development of a Habitat Conservation Plan

#### STATEMENT OF INTEREST

Quest Ecology Inc. (Quest) is pleased to submit this proposal to Lake County in response to your Request for Proposals for Professional Services for Development of a Habitat Conservation Plan (HCP). We have reviewed your RFP and the Florida Fish and Wildlife Conservation Commission (FWC) Contract in detail and we are confident that the Quest Team is exceptionally qualified to meet the needs of Lake County.

Quest offers specific experience that no other firm can provide, through assisting other local governments with city and county-wide HCP development under the Section 6 Planning Grant. Quest is currently providing these services to Highlands County, Charlotte County and the City of Cape Coral. For each of these local governments Quest has compiled data, identified species to be covered, mapped scrub habitats, facilitated Stakeholder and Steering Committee meetings, prepared public meeting materials, and developed methods for designing reserve systems. Quest also recently prepared a Florida scrub-jay HCP/ITP for a private client in Central Florida and assisted with the development of a sea turtle HCP in Sarasota County. This level of experience will ensure that Lake County will achieve the most cost effective and scientifically sound HCP possible within specified budgets and timelines. Our HCP experience not only includes determining species and activities to be covered, design of reserve networks, and assistance with funding mechanisms, but it also involves the same habitats and species the Lake County HCP will target.

In addition to the exact HCP experience requested in your RFP, the Quest Team also includes local biologists with a long history working in Lake County scrub habitats and with unparalleled knowledge of the County Comprehensive Plan, Land Development Regulations, and local economic structure. Our team includes individuals with experience and qualifications to respond to each of the service areas outlined in your RFP, from GIS data collection and NEPA compliance, to public involvement and funding options. Our team of professionals brings the qualifications, availability and level of commitment required to develop an HCP which will result in assurances that continued economic growth and protection of listed species may both be

achieved. The County should be applauded for this proactive approach to addressing listed species issues and habitat protection as part of their planning process.

Joining the Quest Team in the pursuit of this contract is **LPG Environmental & Permitting Services/Kleinfelder (Kleinfelder)** and consulting research biologist **Dr. Raoul Boughton**. Kleinfelder brings valuable local knowledge and experience highly relevant to this project, specifically the County-wide scrub-jay survey conducted in 2003. Kleinfelder staff have also conducted numerous ecological studies and environmental evaluations within the County for Comprehensive Land Use Amendments and Site Plan and Zoning Application requests which has required an intimate knowledge of both the Lake County Comprehensive Plan and Land Development Regulations. Dr. Raoul Boughton is a member of the Quest Team on the Highlands County Multi-species HCP and brings the necessary experience to conduct spatially explicit population viability assessments, is experienced with RAMAS GIS, and is also familiar with all modeling that has been successfully conducted on Florida Scrub-jays.

The information provided in the following paragraphs and throughout this submittal demonstrates the interest, knowledge, qualifications and experience our team brings to Lake County.

#### ***UNDERSTANDING OF SERVICES***

The Quest Team has a full understanding of the scope of services to be provided for this endeavor, and we bring the expertise required for data collection, reserve design, and to assess the viability and feasibility of the reserve options. From qualified field biologists to GIS analysts, to community outreach facilitators, our Team was formed to ensure that the planning required to successfully develop a multi-species HCP in Lake County scrub habitat is achieved. Through our experience executing the same tasks for other local governments, we know what to expect regarding the technical and organizational demands of this contract.

According to the RFP and FWC Contract objectives, the HCP will address the estimated 7,000 acres of scrub habitat within Lake County and outside of the Ocala National Forest. The FWC HCP Contract lists the species to benefit from the HCP to include the blue-tailed mole skink, sand skink, eastern indigo snake, Florida scrub-jay, gopher tortoise and twelve (12) federally-listed endemic xeric upland plants.

Lake County encompasses over 1,100 square miles of diverse terrain located in central Florida. Much of the upland areas found within Lake County have historically been converted into agricultural lands, primarily for citrus crops. Over the past several decades, Lake County has experienced a substantial rate of growth, resulting in a steady increase in the development of historic citrus groves and undeveloped upland areas for residential and commercial purposes. Scrub habitat, in particular, has experienced an extraordinarily high rate of development, as this high and dry habitat type comprises some of the most valuable real estate in Florida. Associated with the conversion of Florida scrub communities is the reduction and

fragmentation of habitat for endemic species which typically inhabit these areas. Lake County recognizes that the combination of the habitat loss and associated fragmentation has and is likely to continue to negatively impact the wildlife species which inhabit these communities.

In recognition of the value of natural systems, the Lake County Board of County Commission (BCC) has adopted a series of goals, objectives and policies within the Lake County Comprehensive Plan, which have been translated into a series of land development regulations aimed at the preservation and long-term conservation of these rare and unique habitats. As a result, lands within unincorporated Lake County must provide for set asides of endemic upland land use communities as part of any type of land development or land use conversion effort. This process however, may or may not always provide meaningful 'set asides' which afford for long term sustainable habitat and wildlife conservation efforts. Additionally, this process may not 'capture' critical habitat and/or populations of wildlife species located on lands within the County but within incorporated jurisdictions.

Since the 1990s, the BCC has recognized the value of establishing a county-wide HCP, which would allow the regulated community to participate in streamlined permitting through the acquisition and management of appropriate habitat and/or significant populations of target species under the HCP process.

The following describes our proposed approach and illustrates our understanding of the activities necessary to result in a biologically viable and economically feasible HCP for scrub habitats in Lake County. These sections address the items identified in the Scope of Work:

1. Delineate the areas to be covered by the HCP.
2. Refine list of species to be covered by the HCP.
3. Determine activities to be covered by the HCP.
4. Provide a detailed outline of steps and assignments to complete the HCP.
5. Schedule and facilitate meetings with staff, Steering Committee, and others as needed.
6. Develop a reserve system to maximize covered species' viability.
7. Provide economic analysis to determine most sustainable and equitable funding options to support the HCP long term.
8. Assure that all elements of the HCP comply with NEPA.
9. Prepare a detailed HCP outline and draft completed HCP document.

### ***PROJECT APPROACH***

Our approach is based on our own experience with similar HCP development efforts, as well as research we've conducted on previous regional HCPs. Our approach will focus on using methods proven successful elsewhere, such as tools for refining species, determining data gaps,

and parcel selection for the reserve system. Our experience with such methods completely eliminates the learning curve and allows Lake County to cost effectively apply these methods to your own scrub habitat HCP. For example, Quest has collected a great deal of data regarding Lake Wales Ridge species in association with our work on the Highlands County MSHCP. These data regarding species distribution, life histories and conservation status are highly relevant and will be used to assist in developing Lake County's species list and reserve system. Similarly, lessons learned from our experience in Charlotte County and Cape Coral will be incorporated into our approach in order to establish a smooth process and employ the measures necessary to ensure success.

During the entire HCP planning process, status reports will be submitted to the Lake County Department of Public Resources at two month intervals to summarize current and completed tasks. Meetings will take place regularly with the HCP Steering Committee, County and municipality staffs, agency partners, and stakeholders to ensure open communication between all parties and that project commitments and schedules are maintained. Our objective will be to keep all partners informed of project progress, obtain technical input, garner support, and emphasize the importance of the HCP to both Lake County and to the species that depend on the habitats found here.

#### **Kick-off Meeting, Steering Committee Coordination, and Initial Public Meeting**

Immediately following receipt of notice to proceed, a kick-off meeting with the County and the Quest Team will be held to discuss project initiation and to collect as much existing relevant data pertaining to the project as possible. We anticipate the Lake County Department of Public Resources will be highly involved throughout the project and will have staff members on the HCP Steering Committee. During the kick-off meeting, all participants will discuss project goals and schedules and will set project milestones. Proposed methods for data collection, data sources, potential HCP target species, reserve designs, and task schedules include some of the anticipated discussion topics.

The establishment of the Steering Committee and potential Stakeholders will also be discussed at the kick-off meeting. In addition to the County, Steering Committee members are anticipated to include representatives from groups including the USFWS and FWC, and potentially others such as The Nature Conservancy (TNC), Archbold Biological Station (ABS), Florida Division of Forestry (DOF), the Southwest Florida Water Management District (SWFWMD), Florida Native Plant Society and FNAI. We anticipate the Steering Committee to meet at least quarterly to oversee and provide technical and procedural guidance during the HCP development process. Contact information for each Committee member and Stakeholder will be compiled and Quest will assemble this information and establish a process for scheduling and conducting all meetings.

Input from the Steering Committee will be sought regarding the involvement of Stakeholders, consisting of parties to be potentially affected by the HCP. This may include representatives

from local governments, the development community, environmental organizations, agricultural interests, and homeowner's groups. The participation of Stakeholders is critical to successful HCP development and methods for keeping them involved, interested, and supportive will be a key topic.

An initial Public Workshop will also be discussed at the kick-off meeting and addressed with the Steering Committee. This workshop will be for the purpose of introducing the general public to the HCP process and obtaining support early on in development. Quest will prepare presentation materials successfully used elsewhere to educate the public on the HCP process, the steps involved, and the advantages of streamlining incidental take permitting. These will be updated and modified to be specific to Lake County habitats and economic issues. This meeting may be held in different locations and times of day (morning, evening) in order to accommodate the largest number of citizens.

The Quest Team brings a great deal of experience with the establishment and organization of steering committees and stakeholder groups, and organizing public involvement programs. We have directed such efforts for similar projects, including the Technical Advisory/Steering Committees and Stakeholder and public participation for the Highlands and Charlotte County HCPs, and the City-wide HCP for Cape Coral. Our capabilities in this regard are further demonstrated through our efforts in founding the Southwest Florida Scrub Working Group (SWFSWG), a group of local, federal, State, and private land managers. The FWC asked Quest to assist with the establishment, organization, and development of a scrub working group for Southwest Florida, which consists of over 70 public and private sector environmental professionals whose interests lie in elevating the awareness and understanding of scrub habitats in Southwest Florida and the importance of the management and monitoring of these ecosystems. This experience in working with and providing technical assistance to a diverse group of participants, including private landowners, will be beneficial in organizing the Stakeholder and public meetings required during the HCP development. Similarly, our Team's knowledge of and established relationships with local private lands and Lake County property owners will facilitate information exchange and increase opportunities to investigate potential reserve design alternatives.

Quest public involvement and community outreach experience includes presentations to a variety of community organizations and government entities on a wide range of projects and environmental issues. We have organized workshops and public meetings, prepared newsletters and presentations, and coordinated with speakers and attendees from government agencies, environmental groups, and the general public.

#### **Data Collection and Compilation**

The Quest Team's knowledge of scrub habitats in Lake County, and specifically the county-wide scrub-jay surveys conducted by the Kleinfelder/LPG members of the Quest Team, will be heavily utilized to delineate areas to be covered, estimate the extent of take, and develop the reserve

system. The first step toward the HCP was the 2003 County-wide Scrub jay survey, awarded to LPG Environmental & Permitting Services, Inc. (currently Kleinfelder) in 2002 for the purposes of establishing an updated set of baseline conditions from which the County could build future data and analysis that would support the pursuit of a county-wide HCP. While limited to mostly publicly owned and publicly accessible lands, that effort was deemed successful in accomplishing the pre-established goals, which were to determine the distribution of the scrub-jay in typical and atypical habitats throughout the County, and evaluate the local population dynamics of this species.

Subsequent surveys conducted by volunteers and County Park and Recreation staff have documented scrub-jay families not originally identified during the 2003 census due to land access constraints, however the prevailing conclusions remain that there are two primary metapopulations within Lake County that may be vulnerable to future development and land use alterations. Additionally, three sub-populations are referenced in the County Comprehensive Plan (Conservation Element, Data Inventory and Analysis) as part of a 'dispersal buffer analysis' completed by County staff. Each of these populations occur on privately held lands or are utilizing a combination of publicly held and privately owned properties, which as previously stated renders them vulnerable to future development and impacts associated with land use changes.

This Team experience gives us the head start advantage based on initial involvement from the HCP's earliest stages and hands-on knowledge of county-wide surveys. The team therefore already possesses the baseline data necessary to 'hit the ground running.' Supplemental data collection will begin prior to the kick-off meeting and may remain ongoing through the reserve development period as additional data are generated through a variety of sources.

Data necessary to develop the County-wide HCP include:

- Quantitative and spatial assessments of the amount and distribution of scrub habitats within County limits;
- The relative quality of those patches (and their potential need for future restoration and/or management);
- The surrounding landscape mosaic (that can potentially influence species dispersal);
- Location of all scrub on existing conservation land;
- Location and development status of all scrub on private lands within the County;
- The distribution of listed species to be targeted under the HCP;
- The demographic rates and other population-specific natural history data (i.e. dispersal patterns);
- Field survey data as required where distribution data are insufficient; and
- Property appraiser data and other information relevant to future economic feasibility analyses.

Much of these data may already be available, and efforts will be made to avoid the cost and time output of duplication of data collection efforts. The Data, Inventory and Analysis section of the Lake County Comprehensive Plan lists the following habitat types and acreages, including the Ocala National Forest: Xeric scrub oak - 8,654 ac, Sand Pine scrub - 18,432 ac, and Sandhill - 17,123 ac. These data will be obtained and updated as needed using current aerials and ground-truthing, and utilized as the baseline for the HCP framework. These data will also be utilized to identify areas (polygons) of specific scrub habitats known to support potential target species.

Additional data sources will be investigated and may include FWC, USFWS, TNC, FNAI, ABS, any County or Regional Planning Council development applications, and others. The JayWatch program through TNC recently completed surveys of potentially suitable scrub habitat in the County to identify parcels suitable for restoration and document scrub-jay presence. We have contacted Cheryl Millet, former JayWatch Coordinator with TNC on obtaining the results of these surveys. Coordination with ongoing research efforts will also take place in applicable areas, for example, the studies on sand skink habitat utilization being conducted by Dr. Henry Mushinsky and Dr. Earl McCoy with the University of South Florida.

Once all available existing data have been collected, they will be organized and a database developed. Initial GIS database development will integrate the collection of all existing applicable data layers including, but not limited to: the most current and detailed aerial imagery available for the extent of Lake County; county and municipal boundaries; available parcel information from the Lake County Property Appraiser; publicly owned and/or managed lands; conservation easements; future public land acquisitions; available land-use and roads information; the most current soils data from the National Resource Conservation Service (NRCS); and listed species observations from previous studies and the above sources. All spatial data and maps shall be produced in the preferred coordinate system and ESRI data format of Lake County.

#### **Field Surveys and Ground-Truthing**

While existing data will be utilized to the greatest extent possible, additional fieldwork may be required. Surveys will be conducted as needed to ground-truth and update previous studies, fill data gaps, verify species distributions, verify locations of all remaining scrub, and determine the species to be covered by the HCP.

The FWC HCP Contract lists the species to benefit from the HCP to include the blue-tailed mole skink, sand skink, eastern indigo snake, Florida scrub-jay, gopher tortoise and twelve (12) federally-listed endemic xeric upland plants. Any required field surveys will be designed specifically to target these, as well as associate species, such as Florida mouse (*Podomys floridanus*), gopher frog (*Rana capito*), Florida pine snake (*Pituophis melanoleucus mugitis*) and other potentially affected listed species. Other species not specifically associated with scrub that the USFWS or FWC may wish us to consider include Florida black bear (*Ursus americanus*

*floridanus*), Florida panther (*Puma concolor coryi*), red-cockaded woodpecker (*Picoides borealis*), and listed wetland-dependent bird species. Although data for non-target species is anticipated to be generated primarily from existing databases and the above sources, observations of these and other listed and non-listed species made during field surveys will be documented. The potential for use of sites as mitigation for all covered species and estimated carrying capacities will be determined, as appropriate.

All data received from the various sources will be verified on an as-needed basis to avoid conducting surveys where current, reliable data already exist. Surveys to confirm presence and/or determine habitat suitability and the potential to support target species may need to be conducted. The Quest Team's knowledge of the habitats that occur within Lake County, as well as our experience with presence/absence determination for each of the above species, will be valuable in identifying parcels to be surveyed, as well as timing of surveys.

Data collection efforts will focus on development of potential reserve designs, which may include land acquisition, management, and mitigation measures. Potential reserve sites identified during initial data collection and compilation will be evaluated for restoration and management needs during field reviews. Public lands that currently support listed species are important to the reserve design, and adjacent privately owned parcels will also be examined for potential inclusion. Additional information regarding existing conditions and the need or potential for restoration and management to benefit the target species on existing public lands will be assessed concurrently with species-specific surveys. The feasibility of acquisition, easements or other mitigation options within adjacent or other private parcels will be evaluated in subsequent tasks.

Once the ground-truthing process is complete, the GIS database will be updated to reflect the most current conditions. Additionally, all data layers, maintained as ESRI shapefiles, will be defined or re-projected in formats compatible for use in subsequent steps of the HCP process, such as potential population viability modeling tasks that may be identified. Our experience with the data collection and GIS database development efforts in support of the reserve models being developed for the Highlands and Charlotte County HCPs will be useful in formatting data and in ultimately developing reserve designs and the methods for assessing their viability.

#### **Development of Potential Reserve Systems**

Based on the results of the data collection efforts, a system of reserves will be developed that will address measures to minimize and mitigate for impacts to scrub habitats, while maximizing the population viability of scrub-dependent species. We anticipate the development of a base reserve design that will achieve the maximum viability and protect the maximum number of populations of the target species. Strategies including land acquisition, restoration, management, and other mitigation options will be included within the various reserve alternatives with the intent of off-setting impacts associated with incidental take of target species.

The alternatives may emphasize different features such as parcel sizes, biological attributes, landscape position, management needs and/or connectivity. The design of reserve alternatives will result in more opportunities for a biologically viable and economically feasible option. Each reserve design will be specifically configured to ensure the long term viability of scrub habitats and ultimately the target species, however, may consist of subtle differences. Each design will include the appropriate level of detail pertaining to acquisition, restoration, and management needs such that the economic feasibility can be assessed.

Based on our knowledge of the distribution of scrub habitats on both public and private lands within the region, the Quest Team is highly qualified to generate the necessary data that will be the basis of the reserve design. Quest Team members are highly familiar with the existing public lands throughout Lake County, including the Seminole State Forest, Ocala National Forest, and Wekiva State Forest; lands purchased by the Lake County Lands Program such as The Pasture, Northeast Lake County Scrub Preserve, South Pine Lakes Reserve, Lay May Reserve, and Ferndale Preserve; and Lake County Water Authority lands including Crooked River Preserve and Lake Norris Conservation Area. Our Team also brings considerable knowledge regarding private lands that support scrub habitats and/or existing populations of the target species that may be significant to potential reserve designs. Among these is the Secret Promise tract, recently annexed by the City of Leesburg, which emphasizes the need for participation by developers and municipality stakeholders.

### **Biologic and Economic Viability of the Reserve Design**

The next steps in the process typically involve an assessment of the methods by which the reserve design may be tested for each of the target species. Taking into consideration the results of the initial data collection, the Quest Team can research and identify, as needed, the analysis process and methods that may be available for testing the biological viability and economic feasibility of these designs. Options for testing viability include methods similar to the spatially-explicit model for scrub-jay population viability currently being utilized in Highlands, Charlotte and Sarasota Counties for their county-wide HCPs. Additionally, potential methods analyzing population viability that consider adjacency and community structure will be researched and reviewed for applicability to the datasets collected during the above tasks.

Population modeling or population viability analysis (PVA) is the process typically used to estimate the probability of species extinction. These species-specific methods are typically used in assessments of population trends or viability of threatened and endangered species to aid in development of conservation plans. The Quest Team has experience in use of PVA models in development of habitat and conservation plans. Although the use of these models is not the sole criteria for development of the conservation plans due to the variability of model results and the need for large data sets (multi-year field data), it does provide a basis for understanding the potential risk associated with a specific species population level.

Our Team members bring the necessary experience to conduct spatially explicit population viability assessment on species with the appropriately robust datasets necessary for this sort of analysis. Our Team members are experienced with RAMAS GIS, a population viability 3rd party module for ARC GIS, and are also familiar with all modeling that has been successfully conducted on Florida Scrub-Jays, one species with robust data, by a variety of researchers (including: John Fitzpatrick, Brad Stith, Karen Root, Dave Breininger). Team members can also show experience in modeling 'viability' or 'risk of extinction' using multiple methods to deal with species where these robust datasets are not available. The important factor is a thorough understanding of the life history of the species to be analyzed and accounting for these critical elements in selecting the appropriate available model or development of a species-specific model and as important, the collection of appropriate data for evaluation.

Historically, Lake County scrub habitats have been fragmented through development, roads, and agriculture, and one of the purposes of the reserve design is to minimize and prevent the fragmentation that reduces population viability while allowing sustainable development and growth. Remaining scrub habitats in the County have been altered to some degree, providing significant potential for restoration and management activities as part of the HCP. The reserve alternatives will be evaluated such that the best fit for Lake County can be identified.

Methods that may be used for evaluating the economic feasibility of the reserve system will take into consideration the data compiled during initial data collection pertaining to the amount and costs of proposed management and restoration, proposed land acquisition needs and property appraiser data, the applicability and cost of easements, long term management costs, etc. This type of information can be utilized to assist in determining the best process available to the County for assessing the economic feasibility of the reserve design. Such analysis can be provided as needed to determine which alternative meets the County's objectives of the most sustainable and cost effective option.

Adequate and equitable funding for implementation and management of the HCP will also be required for its success, so identification of funding sources is critical. The Quest Team brings considerable experience with the economic and cost benefit considerations for mitigation plans associated with HCPs and other permitting programs. This includes the implementation of restoration and long-term management plans prepared for both species conservation banks and wetland mitigation banks. The economic feasibility of the development of such programs is heavily dependent on factors such as land acquisition costs, oversight management costs, and long-term maintenance costs. Quest recently prepared the cost benefit analysis for the mitigation plan proposed under the City of Cape Coral's City-wide HCP, which was a significant part of the inter-local agreement with Lee County.

For the Lake County HCP to be successful, a variety of funding sources will need to be identified and could include: direct developer fees, federal funding such as Section 6 Grants (Acquisition and Assistance), State funding through grant programs, as well as identification of possible local funding sources. Specifically, one option for local funding source would be cost-sharing from

the incorporated cities within Lake County for participation in the HCP for projects within their jurisdictional boundaries.

Each of these sources, among others, can be evaluated and an alternatives analysis conducted as needed to identify the most viable source or combination of sources for funding of the HCP.

#### **Development of Draft HCP**

The draft HCP will begin by preparing a detailed outline to be presented to the County and Steering Committee for input. This outline will be based on the results of the data collection efforts, reserve design, and the assessment of anticipated impacts. The HCP will be an adaptive working document that will address measures to minimize and mitigate for impacts to the targeted species. To begin the HCP, a Biological Goal will be determined, followed by identification of objectives and strategies to meet the Biological Goal. The HCP will include the Biological Assessment and Post Issuance Monitoring Plan and all other information as required by the USFWS, in compliance with the National Environmental Policy Act (NEPA) and according to existing guidance and policy in the Endangered Species Habitat Conservation Planning Handbook (USFWS, 1996). The HCP will address each of the following:

##### *Impacts likely to result from a proposed taking of species*

This assessment will consider the effects on each of the target species, the overall effect on local and regional populations, and the impact to the continued long-term viability of each.

##### *Conservation measures to minimize and mitigate impacts*

The Conservation Measures to be developed will focus on the identification of key habitat areas to be protected. This will include an assessment of the following:

- Maintaining reproductive success and demographic stability
- Management plans for parcels that will serve to mitigate for impacts
- Strategies for maintaining existing populations
- Strategies for restoring habitats and maintaining connectivity
- Use of adaptive management strategy respond to management issues
- Development of a mechanism for dealing with unforeseen circumstances
- Land management measures to minimize impacts to mitigation parcels
- Public access or allowable activities on mitigation lands
- Exotic species control plans

*Alternative actions to the taking considered by the applicant and why such alternatives are not being utilized*

The HCP will include an alternatives analysis and alternatives considered for reducing and minimizing the impacts associated with continued development. The implementation of a successful HCP will ultimately ensure the continued economic growth within the community and allow private landowners to utilize their property. Conservation Measures will be developed with the goals of demonstrating that alternatives to unavoidable takings are not essential to the long-term viability of the target species and not practicable to execute.

*Biological Assessment*

An assessment of the direct and indirect impacts of development in Lake County on target species will be conducted. The following issues will be discussed and quantified if possible, and an effects determination conducted:

- Habitat loss
- Habitat degradation and habitat fragmentation
- Nest/breeding site alterations
- Introduced predators
- Road mortality
- Artificial feeding
- Single-family homes
- Demographic failure in suburban settings
- Anticipated take
- Definition of available habitat
- Other affected listed and non-listed species
- Quantify the extent of take

*Post-Issuance Monitoring Plan*

This plan will consist of proposed habitat monitoring programs, as well as reporting requirements. This program is anticipated to involve annual events to monitor species numbers, distribution, and reproduction. Species-specific conditions of the monitoring plan may be included as appropriate for the target species, such as a banding program for the Florida scrub-jay that would provide for the tracking of scrub-jay mortality, breeding, hierarchy, and dispersals. Additionally, the program will include presence/absence and habitat surveys to be conducted at appropriate intervals to determine the continued success of proposed mitigation sites for target species. The habitat monitoring program will be applied to each publicly owned site and, when possible, will also include privately owned parcels. All of these data will be maintained in a site-specific database that will be incorporated into a permanent spatial database.

#### *Funding Assurances*

This section of the HCP will outline the costs associated with the implementation of the HCP and proposed mitigation plans and how these activities will be funded. This will include identifying long-term funding mechanisms to ensure long-term success of the HCP's biological goals. Quest will assist the County in outlining the costs involved in land acquisition, restoration, long-term maintenance and management, and required monitoring and reporting. We have assisted local governments with cost analyses and identifying possible funding alternatives, including the availability or applicability of federal grants, pollution recovery funds, inter-local agency agreements and user based fees.

#### **Final HCP**

The Draft HCP will be revised as needed based on comments received from County staff, FWC, USFWS Steering Committee, and/or Stakeholders. We anticipate conducting meetings with affected parties to discuss the draft document in detail and discuss the required revisions.

In addition to the above documents, a report will be prepared that details the actions necessary to implement the HCP and provide the required mitigation to offset the incidental take permits to follow. Such actions may include land acquisition, habitat management and/or restoration, development of protection ordinances, Comprehensive Plan Amendments, and inter-local agreements. An Incidental Take Permit application will be produced for County signature and submittal to USFWS.

The Kleinfelder members of the Team have extensive experience with the Lake County Comprehensive Plan and Land Development Regulations. Their Mount Dora office, located in Lake County, has conducted numerous ecological studies and environmental evaluations within the County for Comprehensive Land Use Amendments and Site Plan and Zoning Application requests which has required an intimate knowledge of both the Comprehensive Plan and Land Development Regulations. This experience may prove highly valuable in recommending protection ordinances, Comp Plan Amendments and other tools for implementing HCP conservation measures.

This task will also include the preparation of a final report to the Board of County Commissioners to summarize the HCP, proposed mitigation, results of economic reviews, and recommendations for funding. This information will be presented to the BOCC at a regular meeting of the board.

## **RELEVANT INFORMATION**

### **Responsible Office**

Quest's main office, located in Wimauma, Florida, will be the responsible office for this contract (735 Lakeview Drive, Wimauma, FL 33598). Our Principal-in-Charge, Ms. Vivienne Handy, PWS, President and Principal Ecologist, will serve as Project Director and authorized representative for Quest. Ms. Handy can be reached at (813) 642-0799, via fax at (813) 642-0380 or via email at Vivienne@questecology.com.

### **Target Species Experience**

In addition to our experience in HCP development, our considerable experience with the target species and habitats for the Lake County HCP should be noted. Quest remains heavily involved in the design and implementation of mitigation, restoration and management plans for protected species, and in particular, those that rely on scrub habitats. We have designed restoration and habitat management plans for conservation parcels, reclaimed mined lands, and large-scale development parcels. Quest permitted the first conservation bank to target scrub species, the sand skink and Florida scrub-jay, in the State of Florida. Quest designed and implemented the restoration and management of 5,000 acres of scrub for Manatee County at the Duette Preserve, and we remain at the forefront of scrub habitat management issues as an active member of the Southwest Florida Scrub Working Group. For the past eight years Quest has been conducting the experimental scrub-jay translocation for Mosaic Fertilizer, LLC, in which scrub-jays are moved from active mining areas to managed preserved lands.

Included in Tab E of this proposal are examples of recent projects involving scrub habitats and scrub-dependent species, including the anticipated target species for this HCP. This work has been conducted throughout Central and Southwest Florida, including Lake County. These projects illustrate not only our local knowledge and qualifications, but also the unique experience that only the Quest Team can bring, from our work in experimental scrub-jay translocations, to the permitting of Florida's first Conservation Bank to target scrub-dependent species, to our current and past experience with HCPs, ITPs, and NEPA documentation. As previously mentioned, many of these projects also illustrate the numerous relationships we have built with individuals that will be providing input on this planning stage of the HCP as well as potential Steering Committee and Stakeholder members who are involved in similar endeavors. All of these examples serve to confirm not only our qualifications, but also the Quest Team's dedication and commitment to specifically this type of work.

### **HCP Related GIS Experience**

Quest also has pertinent experience in the collection of appropriate spatial data and the development of GIS databases for large-scale conservation projects similar to the Lake County HCP. Specifically, Quest is currently leading this effort for both the Highlands County Scrub

Multi-Species HCP and the Charlotte County Scrub-Jay HCP, both of which required exhaustive spatial data research and development, county-wide habitat and species data digitization, database design for spatially-explicit population viability modeling, and detailed cartographic products that allow a clear interpretation of analysis results. The resultant GIS spatial database includes information on recorded species occurrences, predictive species occurrences, population distributions, permeable and impermeable land use types, habitat composition and suitability, and pertinent parcel information. Additionally, methods for design of the reserve systems have been prepared and implemented and include detailed spatial analyses that consider the current distribution of publicly and privately owned scrub along with species-specific biological requirements and various spatial and biological rankings.

### **Project Management Approach**

In addition to providing a team with the required experience and qualifications, project management, coordination, communication, and quality control are all important factors for the successful completion of projects of this complexity. Attention will be paid to each of these to ensure timely and accurate deliverables and expedited development of the HCP and related documents.

#### *Project Coordination*

Our extensive experience with HCP development will be heavily utilized in developing schedules and tracking project milestones. A full understanding of the factors involved in project success and the coordination required among the participants, from Lake County, to USFWS staff, to private landowners is essential.

#### *Project Schedules*

Adhering to schedules ensures compliance with set working objectives and avoids unforeseen and potentially costly delays in meeting overall goals. A timeline will be developed along with the HCP outline at the onset of the project, and updated as needed during project progression.

#### *Communication*

Open communication lines between Quest, the Lake County Project Manager and all other participants will be maintained to ensure all required input is received and potential obstacles are addressed in a timely fashion. Quest will take the lead on communications issues, and make sure all team members, Steering Committee members, and Stakeholders are copied and kept "in the loop" on pertinent correspondence.

*Safety*

The Quest Team understands that all work must be conducted safely. Each project will be reviewed with respect to applicable safety considerations, and Quest will ensure that proper safety procedures and equipment are utilized.

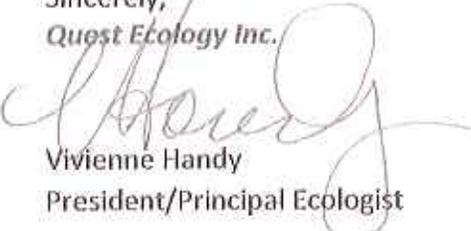
*Quality Control*

Quest believes the most important aspect of producing reports and providing technical services is Quality, and we'd like to assure you that Quality Control is consistently a very important part of our project approach. We have initiated a system of Quality Assurances that we implement and enforce on all projects that will be applied to all tasks associated with the Lake County HCP. Our work products follow strict Quality Control guidelines developed through our extensive experience with similar types of contracts involving data collection and analysis, field surveys, and document preparation. All deliverables will pass through the Quest Quality Control process prior to submittal to Lake County or the Steering Committee. Identification of errors or omissions on reports will be the responsibility of the Quest Team, not the County Project Manager. We will ensure that our products are factual, thorough, and professional in form and content.

The above philosophies will be applied throughout this assignment.

In summary, the Quest Team is fully aware of the wide range of technical expertise, conservation planning, and meeting facilitation skills that are required to successfully execute a county-wide HCP effort. We have demonstrated our abilities to obtain public support, develop innovative mitigation solutions, and evaluate cost considerations as part of the HCP process. Our project experience includes the preparation of three draft HCPs in the past 18 months and the current development of reserve systems for two county-wide HCPs. By selecting the Quest Team, you will be selecting the team that is most capable and qualified to perform the services required under this contract. We look forward to demonstrating these capabilities to you.

Sincerely,  
*Quest Ecology Inc.*



Vivienne Handy  
President/Principal Ecologist

## EXHIBIT C

### PRICING SECTION

**Item 1:** Perform all effort related, and necessary to successfully complete, all tasks stated within RFP Section 2, Statement of Work:

$$\text{\$ } \underline{90.04} \text{ blended hourly composite rate} \times \underline{1,286} \text{ proposed hours} = \text{\$ } \underline{115,800.44}$$

Vendor is to insert the following entries in the spaces provided above:

- the blended/composite hourly rate proposed by the vendor to cover all performance of all effort required under the Scope of Work. This rate shall include all pricing necessary to perform the entirety of the stated effort to include, but not be limited to, all travel and administrative costs
- the total hours proposed by the vendor for completion of the entire effort associated with the Statement of Work.
- the extended price for the two entries stated above (blended composite hourly rate x total proposed hours). The extended price shall represent the full fixed price for completion of the project as a whole. The vendor will be authorized to bill on a monthly percentage of completion basis as described in provision 1.7 of this Request for Proposals.

The vendor is advised that duration of performance is not governed by the total hours proposed by the vendor for this line item. The vendor is advised that the total hour level proposed by the vendor will be evaluated by the County as a matter of realism and understanding of the full scope of the work to be performed.

**Item 2:** Additional Reimbursable Expense for Printing Tasked to the vendor:

not to exceed: \\$500 (value may be modified as necessary by formal contract modification).

## **EXHIBIT D**

### **WORK PLAN TASK OUTLINE AND ESTIMATED COSTS**

The proposed man-hour and extended cost provided on the previous form is based on our considerable experience with very similar projects involving the development of multi-species regional HCPs. Using our first-hand knowledge of the efforts required to successfully complete the HCP process, we have identified the major tasks anticipated to complete the activities described in your Statement of Work. The following table provides an Outline of these Tasks and provides a brief description for each. We have also provided cost estimates and time frames anticipated for each task based on the extensive data collection, coordination, and documentation work we've conducted on other HCPs.

As part of the HCP development process, activities within identified work tasks often overlap, and may take place concurrently or out of sequence in order to operate efficiently and to ensure the schedule requested by Lake County is achieved. Actual work tasks, deliverables and proposed schedules will be determined upon contract award and negotiation of an approved work scope and budget.

Lake County Habitat Conservation Plan PROPOSED WORK PLAN			
Task	Description	Time Frame	Estimated Cost*
<b>Task 1: Project Start-up Coordination &amp; Meetings</b>	<ul style="list-style-type: none"> <li>◆ Schedule, coordinate and attend initial meeting with the County;</li> <li>◆ Assist County to establish HCP Steering Committee members and set up preliminary meeting schedule;</li> <li>◆ Coordinate with County and Steering Committee to identify and involve Stakeholders;</li> <li>◆ Finalize an approach/outline for the project, steps, and processes to be followed and determine individual roles;</li> <li>◆ Prepare meeting schedules and proposed project schedule and distribute to participants;</li> <li>◆ Prepare for and conduct initial Public Meeting to introduce HCP to the general public.</li> </ul>	Month 1-3	\$9,000
<b>Task 2: Data Collection and Compilation</b>	<ul style="list-style-type: none"> <li>◆ Compile and review all data previously compiled by County and Consultant ;</li> <li>◆ Conduct database inventory and literature review of sources pertinent to HCP;</li> <li>◆ Review and assimilate data, and assess potential relevance to project;</li> <li>◆ Identify data gaps and potential need for supplemental surveys or other data sources;</li> <li>◆ Initiate development of project database.</li> </ul>	Month 1-8	\$14,000

Lake County Habitat Conservation Plan PROPOSED WORK PLAN			
Task	Description	Time Frame	Estimated Cost*
<b>Task 3: Field Surveys/ Ground Truthing; Refine list of Species</b>	<ul style="list-style-type: none"> <li>◆ Finalize areas in which data gaps exist or updates are required, and determine survey methods and target species;</li> <li>◆ Conduct field surveys to verify and update existing data, determine presence/absence, and locate scrub habitats;</li> <li>◆ Collect data on habitat suitability, restoration and management needs, and appropriateness for use in reserve system design;</li> <li>◆ Confirm and update database, habitat maps, and areas to be covered by HCP;</li> <li>◆ Utilize all data to refine the list of species to be covered.</li> </ul>	Month 4-8	\$17,000
<b>Task 4: Development of Potential Reserve System</b>	<ul style="list-style-type: none"> <li>◆ Identify methods for development of Reserve System and selection of parcels;</li> <li>◆ Develop Base Reserve that will maximize species viability;</li> <li>◆ Develop reserve system alternatives that emphasize a variety of different attributes;</li> <li>◆ Meet with Steering Committee to discuss, evaluate, and finalize options;</li> <li>◆ Prepare maps and meeting materials to present alternatives;</li> <li>◆ Finalize proposed Reserve System for target scrub species.</li> </ul>	Month 6-11	\$32,000

Lake County Habitat Conservation Plan PROPOSED WORK PLAN			
Task	Description	Time Frame	Estimated Cost*
<b>Task 5: Mitigation Summary Report &amp; Feasibility</b>	<ul style="list-style-type: none"> <li>◆ Prepare report to detail proposed mitigation to be provided;</li> <li>◆ Assess available methods for testing reserve system viability;</li> <li>◆ Evaluate methods for assessing economic feasibility;</li> <li>◆ Identify actions required for HCP implementation;</li> <li>◆ Identify potential funding sources and options.</li> </ul>	Month 10-12	\$9,500
<b>Task 6: Development of Draft HCP</b>	<ul style="list-style-type: none"> <li>◆ Prepare Draft HCP Outline for County and Steering Committee Review;</li> <li>◆ Discuss covered activities, impacts, minimization and mitigation measures, and alternatives analysis;</li> <li>◆ Include Biological Assessment and Post-Issuance Monitoring Plan;</li> <li>◆ Address Funding Assurances;</li> <li>◆ Distribute Draft HCP to Steering Committee and others for comment and input.</li> </ul>	Month 10-11	\$12,500
<b>Task 7: Finalize HCP</b>	<ul style="list-style-type: none"> <li>◆ Review and address comments and input received on Draft HCP;</li> <li>◆ Revise and update Draft per comments and feedback as appropriate;</li> <li>◆ Prepare ITP application for submittal to USFWS;</li> <li>◆ Prepare final report and presentation for BCC.</li> </ul>	Month 11-12	\$12,000

Lake County Habitat Conservation Plan PROPOSED WORK PLAN			
Task	Description	Time Frame	Estimated Cost*
Task 8: Project Management and Coordination	<ul style="list-style-type: none"> <li>◆ Prepare and submit progress reports to County every other month;</li> <li>◆ Coordinate and facilitate quarterly Steering Committee meetings;</li> <li>◆ Prepare and distribute meeting minutes;</li> <li>◆ Oversee document production, data collection and information exchange;</li> <li>◆ Update and maintain project schedules.</li> </ul>	Month 1-12	\$9,800
<b>TOTAL ESTIMATED COST</b>			<b>\$115,800*</b>

\* Includes preliminary estimates for labor and expenses. Actual costs will depend on negotiated scope of services.