

AMENDMENT NUMBER 1/EXTENSION TO THE CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY, FLORIDA

THIS AMENDMENT entered into this 9th day of January, ²⁰¹⁷~~2016~~ by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, as the governing body of the **South Amelia Island Shore Stabilization Municipal Service Benefit Unit**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **OLSEN ASSOCIATES, INC.**, a Florida Corporation, whose principal office address is located at 2618 Herschel Street, Jacksonville, FL 32204, hereinafter referred to as "Consultant":

WHEREAS, the parties entered into an Agreement dated April 18, 2012; and

WHEREAS, the original agreement provided for an initial term beginning April 18, 2012 and ending April 17, 2017, with an option to extend for a five (5) year increment upon mutual written agreement between the County and Consultant.; and

WHEREAS, the County desires to revise Article 20 of the Agreement dated April 18, 2012, regarding the Public Records Requirements of this agreement by adding Article 20.4; and

WHEREAS, the County desires to amend Article 24, Funding, to include additional language regarding the payment of invoices; and

WHEREAS, the parties desire to amend and extend said Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 4 of the Continuing Contract for Professional Services for Nassau County April 18, 2012, the performance period is hereby extended for an additional five (5) year period beginning April 18, 2017 and ending April 17, 2022.

2. A new Article 20.4 shall be added and shall read as follows: **Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;
- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. Article 24 – Funding shall be amended to read as follows:

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Payment of the invoices is pursuant to the assessment generated by SAISSA and there are no general revenue funds of the County utilized to pay any invoice associated with the contract.

4. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

5. Time is of the essence.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA, as the governing
body of the South Amelia Island Shore
Stabilization Municipal Service Benefit Unit**



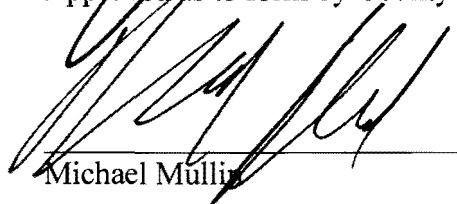
DANIEL B. LEEPER
As Chairman of the South Amelia Island Shore
Stabilization Municipal Service Benefit Unit

Attest as to authenticity of
Chairman's Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

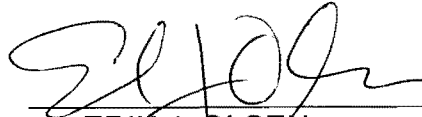
Approved as to form by County Attorney:



Michael Mullin

[Contractor signature next page]

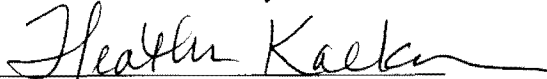
OLSEN ASSOCIATES, INC.


By: **ERIK J. OLSEN**
Its: **PRESIDENT**

STATE OF Florida
COUNTY OF Duval

Before me personally appeared, ERIK J. Olsen, who is personally known _____ or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 6th day of December, 2016.



Notary Signature

Notary-Public-State of Florida at large
My Commission expires: Feb. 10, 2019

