

FIRST AMENDMENT TO CONTRACT
FOR PROCUREMENT ASSISTANCE SERVICES

THIS AMENDMENT made and entered into this 27th day of September, 2021 by and between the **Board of County Commissioners of Nassau County**, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Government Services Group, Inc.**, a Florida Profit Corporation, whose office address is located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into a Contract on or about June 22, 2021; and

WHEREAS, the Contract provided for an initial performance period from June 22, 2021, the date of execution, through September 30, 2021 with the option to extend the performance period, if necessary; and

WHEREAS, Procurement has determined it to be necessary to extend the performance period of the Contract through October 31, 2021; and

WHEREAS, Procurement has also determined it necessary to increase the amount of compensation by \$10,000.00 to account for the extension of the performance period increasing the total not-to-exceed amount of the Contract to \$35,000.00; and

WHEREAS, it has further been determined that additional language needs to be added to the Contract to ensure that it is in compliance with current statutory requirements.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. The Contract shall be amended to extend the performance period through October 31, 2021.
2. The Contract amount shall be increased by \$10,000.00 for a total Contract amount that is not-to-exceed \$35,000.00.
3. The following provisions shall be added to the Contract:
 - a. Expenses. Consultant shall be responsible for all expenses incurred while performing the services. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under the Contract.
 - b. Independent Consultant Status. This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County

and Consultant's agents are not and will not become County's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments (collectively referred to as "Taxes"); or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents (collectively the "Insurances"). If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with workers' compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither

Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay or other fringe benefit plan of County (collectively "Benefits"). If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County Benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any Benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

c. Employment Eligibility. Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work

in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work under this Contract, Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

4. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP

By: Taco E. Pope, AICP

Its: Designee

Date: 9/27/2021

Contract Tracking No.: CM3016-A1

Government Services Group, Inc.

David G. Jahosky

By: David G. Jahosky

Its: Vice President

Date: 9/27/2021

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM3016-A1

GENERAL INFORMATION

Requesting Department OMB/Procurement

Contact Person: Brian Simmons

Telephone: () x6041 Fax: () Email: bsimmons@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Government Services Group (GSG)

Address: 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308

City

State

Zip

Contractor's Administrator Name: Dave Jahosky Title: Vice President

Telephone: (850) 681-3717 Fax: () Email: djahosky@govmserv.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: David Jahosky

Authorized Signatory Email: djahosky@govmserv.com

CONTRACT INFORMATION

Contract Name: Procurement Assistance

Description: Personnel and assistance for Nassau County's Procurement Department

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Within 45 days Amount per Period: Varies

Total Amount of Contract: NTE \$25,000.00

APPROXIMATE IF NECESSARY

Source of Funds: 01250515-531000 Termination/Cancellation: Upon written notice

Authorized Signatory: County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 9/30/2021

Status: New Renew XX Amend# 1 WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. XX Other Prof. Svcs.

If Processing an Amendment:

Contract #: CM3016 Increased Amount of Existing Contract: \$10,000.00

New Contract Dates: Execution to 10/31/2021 Total or Amendment Amount: NTE \$35,000.00

Continued on next page

CHECKLIST*Complete and attach before sending contract for final signature*

Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. <u>Marshall Eyerman</u>	9/27/2021	OMB/Procurement
Department Head Signature**	Date	Submitting Department
2. <u>[Signature]</u>	9/27/2021	01250515-531000
Procurement	Date	Funding Source/Acct #**
3. <u>Megan Diehl</u>	9/27/2021	
Office of Management & Budget	Date	
4. <u>Michael S. Mullin</u>	9/27/2021	
County Attorney/Contract Management	Date	

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. <u>Taco E. Popey AICP</u>	9/27/2021
County Manager	Date

** THE DEPARTMENT HEAD SIGNING THIS DOCUMENT
CERTIFIES THEY HAVE CONFIRMED FUNDING PRIOR TO SUBMITTING THIS FORM.

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION