

CS-21-023

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2597-A2

GENERAL INFORMATION

Requesting Department Facilities Maintenance _____

Contact Person: John Cox _____

Telephone: (904) 530-6120 _____ Fax: () _____ Email: Jcox@nassaucountyfl.com _____

CONTRACTOR INFORMATION

Name: RL Lighting Prediction Service _____

Address: 2221 West Clovelly Lane St. Augustine FL 32092 _____
City State Zip

Contractor's Administrator Name: Roger Lindsay _____ Title: Territory Manager _____

Telephone: (904) 502-8871 _____ Fax: () _____ Email: Rlindsay@thorguard.com _____

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

Authorized Signatory Name: Roger Lindsay _____

Authorized Signatory Email: Rlindsay@thorguard.com _____

CONTRACT INFORMATION

Contract Name: Thor Guard Lighting Prediction & Warning Service _____

Description: Service/ Maintenance Agreement for systems located at American Beach, Bryceville Ball Park, Callahan Ball Park, Hilliard Ball Park, Yulee Ball Park, Peters Point Park _____
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Annual _____ Amount per Period: lump sum _____

Total Amount of Contract: \$3,150.00 _____
APPROXIMATE IF NECESSARY

Source of Funds: 01075572-546020 Termination/Cancellation: 30 days _____

Authorized Signatory: Taco E. Pope, AICP _____
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/21 to: 9/30/22 _____

Status: ___ New ___ Renew X ___ Amend# ___ WA/Task Order

How Procured: X Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM2597 _____ Increased Amount of Existing Contract: \$300.00 _____

New Contract Dates: 10/1/21 to 9/30/22 _____ Total or Amendment Amount: \$3,450.00 _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
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. *Dany Podish* 9/23/2021 Facilities Maintenance
 Department Head Signature Date Submitting Department
2. *[Signature]* 9/24/2021 01075572-546020
 Procurement Date Funding Source/Acct #
3. *Megan Diehl* 9/27/2021
 Office of Management & Budget Date
4. *Michael S. Mullin* 9/27/2021
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Popey AICP* 9/27/2021
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management: Clerk Finance

**AMENDMENT NO. 2 / RATE INCREASE TO THE AGREEMENT FOR
SERVICE/PREVENTATIVE MAINTENANCE OF THE LIGHTNING
PREDICTION SYSTEMS**

THIS AMENDMENT entered into this 29 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 "County") and **RL Lightning Prediction Services, LLC.**, located at 2221 West Clovelly Lane, St. Augustine, FL 32092 (hereinafter referred to as "Vendor").

WHEREAS, on September 19, 2018, the County and the Vendor entered into a Service/Preventative Maintenance Agreement for the Lightning Prediction Systems; and

WHEREAS, the Agreement provided for an initial term of one (1) year beginning October 1, 2018 and ending September 30, 2019, which shall be automatically renewed on an annual basis unless terminated; and

WHEREAS, the term automatically renewed for subsequent one (1) year periods beginning October 1, 2019 with the latest period ending September 30, 2021; and

WHEREAS, the parties desire to amend the Agreement for a rate increase of \$50.00 per site which will change the per site rate due from \$525.00 to \$575.00 which will take effect

when the term automatically renews on October 1, 2021, as requested by the Vendor.

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

1. Increase the rate by \$50.00 per site which will change the per site rate due from \$525.00 to \$575.00 effective October 1, 2021 as requested by the Vendor.
2. All other provisions of the said Agreement not in conflict with this Amendment shall remain in full force and effect.

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

Taco E. Pope AICP

TACO E. POPE, AICP, COUNTY MANAGER
Its: Designee

Date: 9/27/2021

**RL Lightning Prediction
Services, LLC.**

Roger Lindsay

By: Roger Lindsay

Its: President

Date: 9/29/2021