

CS-22-073

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM2962-A5

GENERAL INFORMATION

Requesting Department: Planning Department

Contact Person: Holly Coyle

Telephone: (904) 530-6300 Fax: () Email: hcoyle@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Barth Associates, LLC

Address: 10030 SW 52nd Rd. Gainesville FL 32608
City State Zip

Contractor's Administrator Name: Denise Barth Title: Manager

Telephone: (561) 308-9937 Fax: () Email: denise@barthassoc.com

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

Authorized Signatory Name: Denise Barth

Authorized Signatory Email: denise@barthassoc.com

CONTRACT INFORMATION

Contract Name: Barth Associates, LLC Professional Services Contract

Description: Recreation services guidance and planning, program development, etc.
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$75,000.00 (\$37,015.60 left on contract)

APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 04247515-531025

Authorized Signatory: Jeff Gray, BOCC Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 1/1/2021 Termination/Cancellation: 12/31/2022

Status: New Renew Amend#5 WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other

If Processing an Amendment:

Contract #: CM2962 Increased Amount to Existing Contract: \$80,000.00

New Contract Dates: 1/1/2023 to 12/31/23 Total or Amended Amount: \$155,000.00

Continued on next page

CHECKLIST

Review/Complete before sending contract for final signature

Requirement	Description	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 staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Holly Coyle 12/14/2022
Department Head/Contract Manager
2. [Signature] 12/14/2022
Procurement
3. Chris Lacambra 12/14/2022
Office of Mgmt & Budget
4. [Signature] 12/15/2022
County Attorney

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 12/16/2022
County Manager

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR NASSAU
COUNTY FLORIDA**

THIS AMENDMENT made and entered into this 21st day of _____
December, 2022 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 **Barth Associates, LLC**, a Florida Limited Liability Company, whose Florida office address is located at 10030 SW 52nd Road, Gainesville, Florida 32608, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into the Professional Service Agreement for Nassau County, Florida on or about February 5, 2021 for professional services on an "as needed" basis for facilitation, technical assistance, and guidance related to strategic planning, recreation services planning, program development, and operational management; and

WHEREAS, the Agreement allowed for an initial one (1) year term beginning on January 1, 2021 and ending on December 31, 2021 with the option to extend in one (1) year increments so that the total contract length, including extensions, does not exceed five (5) years; and

WHEREAS, the parties agreed to amend the Agreement on or about March 18, 2021 to include the preparation of amendments to the Land Development regulations and Comprehensive Plan elements

and to increase the rate of compensation to not to exceed \$45,000.00 per year to account for the additional services; and

WHEREAS, the parties further agreed to amend the Agreement on or about December 13, 2021 to include review of parks and open space systems proposed and to increase the rate of compensation to not to exceed \$75,000.00 per year to account for the additional services; and

WHEREAS, the parties further agreed to amend the Agreement on or about December 15, 2021 to extend the term of the Agreement for one (1) year beginning on January 1, 2022 and ending on December 31, 2022; and

WHEREAS, the County has determined that it is necessary to further amend the Agreement to include an updated scope of services and timeline for the services incorporated by way of prior Amendments and to include further review of proposed parks and open space systems; and

WHEREAS, the County has also determined that it is necessary to increase the rate of compensation to an amount not to exceed \$155,000.00 for all services provided under the Agreement; and

WHEREAS, the parties further recognize that the available balance under the Agreement is an amount not to exceed \$117,015.60; and

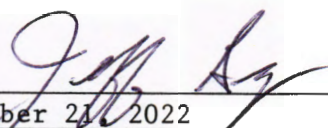
WHEREAS, the parties further agree to extend the term of the Agreement for an additional one (1) year period beginning on January 1, 2023 and ending on December 31, 2023.

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 Agreement shall be amended to update the scope of services and timeline for services incorporated by prior Amendments and to include further review of parks and open space systems within Nassau County on an 'as needed' basis.
2. The Agreement shall be further amended to increase the rate of compensation to an amount not to exceed \$155,000.00 for all services provided under the Agreement with an available balance of not to exceed \$117,015.60, and to extend the term of the Agreement for an additional one (1) year period beginning January 1, 2023 and ending on December 31, 2023.
3. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

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



December 21, 2022
Its: Chairman

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 12/15/2022

DENISE C. MAY

BARTH ASSOCIATES, LLC

Denise L Barth

By: Denise L Barth

Its: Manager

Date: 12/15/2022

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: 11/23/2022 Project: Parks Planning
 Vendor Name: Barth Associates, LLC FY Cost: \$80,000.00
 Address: 10030 SW 52nd Rd., Gainesville, FL Total Cost: \$155,000.00
 Phone: 561-308-9937 Account: 04247515-531025
 Contact Name: Denise Barth, Manager

Description of Goods and/or Services:

Professional Services provided on an "as needed" basis for recreational planning.

Source of Funds: County State Federal

Other Check one (1) of the following choices:

- Exempt purchase:
 - Allopathic Services FS 287.057 (3)(e)l. as defined under FS 287.012
 - Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
 - Communications (5.2- Nassau County Purchasing Policy Exemption)
 - Publications (5.3 - Nassau County Purchasing Policy Exemption)
 - Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
 - Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes D (If yes, explain why alternatives are unacceptable) No D (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Department Head/Managing Agent - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been properly budgeted/or, and follows the Nassau County Purchasing Policy.

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would have been Approval.

Certificate Of Completion

Envelope Id: E2C8821C3C734B0F8AABEBC799578B97

Status: Completed

Subject: Please DocuSign: Barth Associates, LLC.pdf

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Amber Carter

Location: DocuSign

4/7/2021 3:43:43 PM

acarter@nassaucountyfl.com

Signer Events

Signature

Timestamp

David Barth, PhD

david@barthassoc.com

Principal

Security Level: Email, Account Authentication
(None)


Sent: 4/7/2021 3:51:23 PM

Viewed: 4/7/2021 4:26:01 PM

Signed: 4/7/2021 4:26:49 PM

Signature Adoption: Pre-selected Style
Using IP Address: 174.70.79.73

Electronic Record and Signature Disclosure:

Accepted: 4/7/2021 4:26:01 PM

ID: 773b12f0-16a1-4052-bb2b-40ee47b74d39

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Amber Carter

acarter@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/7/2021 4:26:52 PM

Amy Bell

abell@nassaucountyfl.com

Administrative Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



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Carbon Copy Events**Status****Timestamp**

Brenda Linville

blinville@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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David Barth, PhD

david@barthassoc.com

Principal

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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ID: 773b12f0-16a1-4052-bb2b-40ee47b74d39

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Heather Nazworth

hnazworth@nassauclerk.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Holly Coyle

hcoyle@nassaucountyfl.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Laurie Goltry

lgoltry@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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Melissa Lucey

mlucey@nassauclerk.com

Security Level: Email, Account Authentication
(None)

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Peggy Snyder

psnyder@nassauclerk.com

Security Level: Email, Account Authentication
(None)

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Thad Crowe

tcrowe@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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Contract No. CM2962-A5
Timestamp**Carbon Copy Events****Status**

Tina Barnett

tbarnett@nassauclerk.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/7/2021 3:51:23 PM

Certified Delivered

Security Checked

4/7/2021 4:26:01 PM

Signing Complete

Security Checked

4/7/2021 4:26:49 PM

Completed

Security Checked

4/7/2021 4:26:53 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.